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GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 2360.] [21 December 1956.

INDUSTRIAL CONCILIATION ACT, 1937.

CLOTHING INDUSTRY, TRANSVAAL.

I, JOHANNES DE KLERK, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appear in the Schedule hereto and which relate to the Clothing Industry, shall be binding from the 1st January, 1957 and for the period ending the 30th day of June, 1957, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3 to 23 (inclusive), 27 and 28 of the said Agreement shall be binding from the 1st January, 1957 and for the period ending the 30th day of June, 1957, upon the other employers and employees engaged or employed in the said Industry in the Province of Transvaal; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Province of Transvaal and from the 1st January, 1957 and for the period ending the 30th day of June, 1957, the provisions contained in clauses 1, 3 to 23 (inclusive), 27 and 28 of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said Industry as are not included in the definition of the expression "employee" contained in section *one* of the said Act.

J. DE KLERK,
Minister of Labour.

Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer.

DEPARTEMENT VAN ARBEID.

* No. 2360.] [21 Desember 1956.

NYWERHEID-VERSOENINGSWET, 1937.

KLERASIENYWERHEID, TRANSVAAL.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Klerasienywerheid, vanaf 1 Januarie 1957 en vir die tydperk wat op die 30ste dag van Junie 1957 eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1, 3 tot en met 23, 27 en 28 van genoemde Ooreenkoms vanaf 1 Januarie 1957 vir die tydperk wat op die 30ste dag van Junie 1957 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die Provinsie Transvaal; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1, 3 tot en met 23, 27 en 28 van genoemde Ooreenkoms vanaf 1 Januarie 1957 en vir die tydperk wat op die 30ste dag van Junie 1957 eindig, in die Provinsie Transvaal *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordskrywing van die uitdrukking „werknemer” vervat in artikel *een* van genoemde Wet, ingesluit is nie.

J. DE KLERK,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into between the

Transvaal Clothing Manufacturers' Association (hereinafter called "the employers" or "employers' organisation"), of the one part, and the

Garment Workers' Union of South Africa (hereinafter called the "employees" or "the trade union"), of the other part,

being the parties to the Industrial Council for the Clothing Industry (Transvaal).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Province of the Transvaal by all employers who are members of the employers' organisation and are engaged in the Clothing Industry, and by all employees who are members of the trade union and are employed in that industry and for whom minimum wages are prescribed in this Agreement; provided that notwithstanding anything aforesaid the terms of clause 21 shall apply only to employers and employees in the Magisterial Districts of Randfontein, Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Klerksdorp and Pretoria.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour, and shall remain in force until the 30th June, 1957, or such period as may be determined by him.

3. DEFINITIONS.

Any terms in this Agreement which are defined in the Act, shall have the same meaning as in that Act.

A reference to an Act shall include any amendment of such Act; and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1937;

"additional cost of living allowance" means any cost of living allowance payable in addition to ordinary cost of living allowance prescribed in clause 4 of this Agreement;

"basic wage", means that portion of the remuneration excluding cost of living allowance or bonus earned in terms of clause 5 of this Agreement, payable in money to an employee in respect of the ordinary hours of work as laid down in clause 9 of this Agreement;

"baster" means an employee engaged in hand-sewing in setting a coat or parts of a coat into position preparatory to other operations, and/or underbasting, i.e. hand sewing linings of coats into position preparatory to sewing the edge seams, and includes an employee engaged on outbasting;

"category A employees" are the employees in the under-mentioned classes referred to in clause 4 (1) of this Agreement who in the case of—

- (i) class (a) employees have had not less than 33 months' experience or are in receipt of a basic wage of not less than £7 per week;
- (ii) class (b) and class (d) (i) employees have had not less than 33 months' experience or are in receipt of a basic wage of not less than £4. 15s. per week;
- (iii) class (c) employees have had not less than 33 months' experience or are in receipt of a basic wage of not less than £3. 10s. per week;
- (iv) class (d) (ii) employees have had not less than 27 months' experience or are in receipt of a basic wage of not less than £4 per week;
- (v) class (e) employees have had not less than 24 months' experience or are in receipt of a basic wage of not less than £2. 10s. per week;
- (vi) class (f) employees have had not less than 21 months' experience or are in receipt of a basic wage of not less than £3. 10s. per week; and
- (vii) class (j) employees shall be included in this definition, irrespective of the length of their experience.

For the purpose of this definition "experience" means the experience of the employee in the respective class, as at the 30th November, 1956, and "basic wage" means the basic wage as at the 30th November, 1956.

"category B employees" are employees other than a category A employee;

"checker" means a female employee responsible for checking or passing completed dresses and/or ladies' coats and costumes.

"cleaning" means the removing of spots or marks from materials or garments and/or the snipping off of threads;

BYLAE.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL).

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit en aangegaan tussen die

Transvaal Clothing Manufacturers' Association (hieronder „die werkgewers" of „werkgewersorganisasie" genoem), aan die een kant, en die

Garment Workers' Union of South Africa (hieronder „die werknemers" of „die vakvereniging" genoem) aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Transvaal).

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die Provinsie Transvaal nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en die klerasienywerheid uitoefen, en deur alle werknemers wat lede van die vakvereniging is en in daardie nywerheid in diens is en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word; met dien verstande dat ondanks enigiets hierbo genoem, die bepalings van artikel 21 slegs van toepassing is op werkgewers en werknemers in die magistraats-distrikte Randfontein, Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Klerksdorp en Pretoria.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Arbeid bepaal word, en bly van krag tot 30 Junie 1957, of vir sodanige tydperk as wat hy vasstel.

3. WOORDOMSKRYWINGS.

Enige uitdrukkings in hierdie Ooreenkoms wat in die Wet omskryf is, het dieselfde betekenis as in daardie Wet.

'n Verwysing na 'n wet omvat ook enige wysiging van sodanige wet en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vrouens; voorts, tensy dit strydig is met die samehang, beteken—

„Wet", die Nywerheid-versoeningswet, 1937;

„bykomende lewenskostoelae", enige lewenskostoelae wat benewens die gewone lewenskostoelae, voorgeskryf in klousule 4 van hierdie Ooreenkoms, betaalbaar is;

„basiese loon", dié deel van die besoldiging, uitgesonderd lewenskostoelae of bonus wat kragtens klousule 5 van hierdie Ooreenkoms verdien word, in geld aan 'n werknemer betaalbaar ten opsigte van die gewone werkure soos in klousule 9 van hierdie Ooreenkoms vasgestel;

„ryger", 'n werknemer wat handnaaldwerk verrig by die regsit van 'n baadjie of gedeeltes daarvan ter voorbereiding van ander werksaamhede en/of voerings op ryg, d.w.s. voerings van baadjies of hulle plekke met die hand vaswerk ter voorbereiding van die aanmekeerwerk van kantsome, en sluit 'n werknemer in wat buiterygwerk doen;

„groep A-werknemers", is die werknemers in ondergenoemde klasse wat in klousule 4 (1) van hierdie Ooreenkoms vermeld word, wat in die geval van—

- (i) klas (a)-werknemers minstens 33 maande ondervinding gehad het of 'n basiese loon van minstens £7 per week ontvang;
- (ii) klas (b)- en klas (d) (i)-werknemers minstens 33 maande ondervinding gehad het of 'n basiese loon van minstens £4. 15s. p. w. ontvang;
- (iii) klas (c)-werknemers minstens 33 maande ondervinding gehad het of 'n basiese loon van minstens £2. 10s. per week ontvang;
- (iv) klas (d) (ii)-werknemers minstens 27 maande ondervinding gehad het of 'n basiese loon van minstens £4 per week ontvang;
- (v) klas (e)-werknemers minstens 24 maande ondervinding gehad het of 'n basiese loon van minstens £2. 10s. per week ontvang;
- (vi) klas (f)-werknemers minstens 21 maande ondervinding gehad het of 'n basiese loon van £3. 10s. per week ontvang; en
- (vii) klas (j)-werknemers word in hierdie woordomskrif ingesluit afgesien van die duur van hul ondervinding.

Vir die doel van hierdie woordomskrif beteken „ondervinding" die ondervinding van 'n werknemer in sy onderskeie klas op 30 November 1956, en beteken „basiese loon" die basiese loon op 30 November 1956.

„Groep B-werknemers", is werknemers, uitgesonderd 'n groep A-werknemer;

„nasiener", 'n vroulike werknemer, verantwoordelik vir die nasien en goedkeuring van klaargemaakte rokke en/of vroue-jasse en kostuums;

„skoonmaak", kolle of merke op materiaal of kledingstukke verwyder en/of garingrade afknip;

"Clothing Industry" or "Industry" means dressmaking, the making of all classes of outer and under garments, including nightwear and all classes of men's and boys' tweed and linen hats and caps, ties, and the making of all classes of garments to the order of any department of state, or provincial administration, the South African Railways and Harbours Administration or local authorities, but excludes bespoke tailoring and the manufacture of wearing apparel made from furs or pelts;

"Council" means the Industrial Council for the Clothing Industry (Transvaal), registered in terms of the Industrial Conciliation Act, 1924, and deemed to be registered in terms of the Industrial Conciliation Act, 1937;

"chopper out" means an employee engaged in cutting out garments or portions of garments by hand or machine from one or more layers of material;

"establishment" means any place in which any operation in connection with the Clothing Industry is carried on;

"experience", save for the purpose of clause 21 means the total period or periods of employment of an employee in the Clothing Industry and/or bespoke tailoring industry and/or private dressmaking in any capacity other than a mechanic, driver of a vehicle, watchman or caretaker, boiler or lift attendant, clerical employee, despatch clerk packer, vehicle greaser, or employee engaged in one or more of the operations enumerated under clause 3 (1) (A) (xviii) (b) to (i) of Wage Determination No. 120, and shall be deemed in each contract of service to have been continuous from the time the employee enters his employer's service until the time such service is terminated; provided that, for the purpose of computing an employee's experience, employment for eight weeks in any quarter shall be deemed to have been employment for the whole quarter; employment for less than eight weeks in any quarter shall be deemed not to have been employment in that quarter; and provided further that the trial period of an employee in terms of clause 14 (1) (e) shall be deemed to be experience only if the contract of service is confirmed;

"factory" means any premises registerable in terms of Act No. 22 of 1941, in which employers are engaged in the Clothing Industry;

"finisher" means an employee who performs one or more of the following operations by hand:—

Putting pads or wadding into shoulders of coats; fastening or serging sleeveheads; wadding sleeveheads; felling silk-facings already basted into position; making buttonholes by hand; felling sleeve head linings by hand;

"fitter-up" means an employee engaged in the cutting room who takes the outside of garments together with the cut out linings (called trimmings) and adjusts the outside and the insides together accurately so that the parts may go forward to the machine to be put together correctly;

"foreman" or "forewoman" means an employee in charge of the employees in a factory, who exercises control over such employees, and who is charged with the responsibility for engaging or terminating the employment of such employees, and who is responsible for the efficient performance by them of their duties;

"general worker" means an employee engaged on one or more of the following operations:—

Cleaning; folding; sorting; pinning of finished garments; stamping; marking; sloping; patent turning cutting by hand of any trimming (not being piece goods) to a given length or shape; feeding into and taking out of automatic roller or form presses; pulling out bastings; soaping; turning sleeves or trousers inside out; marking by template and cutting to shape; marking of trimming; making covered buttons and/or buckles; nipping by machine or hand; trimming and the making of tea or similar beverages;

"hourly wage" means the weekly basic wage plus cost of living allowance divided by the number of hours prescribed in clause 9 (1) (a) of this Agreement;

"laying up" means the laying of material in one or more thicknesses on the cutting table and may include slitting the ends;

"learner" means in the case of an employee referred to in clause 4 (1) (a), (b) and (d) (1) an employee who has had less than five years' experience; in the case of an employee referred to in clause 4 (1) (d) (11) an employee who has had less than four years' experience; in the case of an employee referred to in clause 4 (1) (i) an employee who has had less than two and a half years' experience; and in the case of all other employees, an employee who has had less than three years' experience;

"marking" means the marking of the position of pockets, buttons, button-holes, loops, fasteners, darts, hems, trun-ups and the like preparatory to further operations;

"occupier" in relation to any premises, means the person having the management or control of any business conducted on such premises, and if there are two or more such persons, includes all such persons;

"klerasiennywerheid" of "nywerheid", kleremakery, die maak van alle klasse bo- en onderklere, met inbegrip van nagklere en alle klasse mans- en seunshoede en pette van tweed en linne dasse, en die maak van alle klasse kledingstukke op bestelling deur enige Staatsdepartement, provinsiale administrasie die Suid-Afrikaanse Spoorweë en Hawens, of plaaslike besture, maar omvat nie kleremakery-op-maat en die vervaardiging van klere wat van pelssoorde en velle gemaak word nie;

"Raad", die Nywerheidsraad vir die Klerasiennywerheid (Transvaal), wat ingevolge die bepalings van die Nijverheid Verzoenings Wet, 1924, geregistreer is, en wat beskou word as geregistreer ingevolge die bepalings van die Nywerheids-versoeningswet, 1937;

"uitkapper", 'n werknemer wat kledingstukke of dele van kledingstukke uit een of meer lae materiaal met die hand of met 'n masjien sny;

"inrigting", enige plek waarin enige werksaamheid in verband met die klerasiennywerheid verrig word;

"ondervinding", behalwe vir die toepassing van klousule 21, die totale dienstydperk of -tydperk van 'n werknemer in die klerasiennywerheid en/of kleremakery-op-maatnywerheid en/of of private kleremakery in enige hoedanigheid, uitgesonderd dié van werktuigkundige, bestuurder van 'n voertuig, wag of opsigter, stoomketel- of hyserbediende, klerklike werknemer, versendingsklerk, verpakker, voertuigsmeerder, of werknemer wat een of meer van die werksaamhede verrig wat in klousule 3 (1) (A) (xviii) (b) tot (i) van Loonvaststelling No. 120 genoem word, en dit word in elke dienskontrak as aaneenlopend beskou van die tyd af waarop 'n werknemer in die werkgewer se diens tree tot op die tyd waarop dié diens beëindig word; met dien verstande dat, ten einde 'n werknemer se ondervinding te bereken, diens vir agt weke in enige kwartaal as diens vir die volle kwartaal beskou moet word; diens vir minder as agt weke in enige kwartaal mag nie as diens in daardie kwartaal beskou word nie; en voorts met dien verstande dat die proeftydperk van 'n werknemer kragtens klousule 14 (1) (e) slegs as ondervinding beskou moet word indien die dienskontrak bekragtig word;

"fabriek", enige persele, registreerbaar kragtens Wet No. 22 van 1941, waarin werkgewers die klerasiennywerheid uitoefen;

"afwerker", 'n werknemer wat een of meer van die volgende werksaamhede met die hand verrig:—

Stopsels of watte in die skouers van baadjies insit; die bo-ente van moue vaswerk of gelykmaak; watte in die bo-ente van moue sit; sybelegsels wat alreeds in posisie geryg is, onsigbaar insoom; knoopsgate met die hand maak; die voerings van die bo-ente van moue onsigbaar met die hand insoom;

"passer", 'n werknemer werksaam in die snykamer wat die buitekant van kledingstukke tesame met die uitgesnyde voerings (opmaaksels genoem), bymekaar pas, en die binne- en buitekante noukeurig aanmekaar pas, sodat die dele na die masjien kan gaan om reg aanmekaar gewerk te word;

"voorman" of "voorvrou", 'n werknemer wat toesig hou oor werknemers in 'n fabriek en wat beheer oor sulke werkers uitoefen; wat verantwoordelik is om werknemers in diens te neem of te ontslaan, en ook verantwoordelik daarvoor is dat sulke werknemers hul pligte deeglik uitvoer;

"algemene werker", 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

Kledingstukke skoonmaak, opvou, sorteer, vasspeld van voltooid kledingstukke, stempel, afmerk, halse uitsny, patente omdraaiwerk doen, enige versiering (wat nie stuk-goedere is nie) volgens 'n gegewe lengte of fatsoen met die hand sny, outomatiese rol- of vormperse voer of goed uitrol of uithaal, rygwerk uittrek, seep aansmeer; moue of broeke binnekant buite draai, met patroon afmerk en volgens fatsoen sny, versierings afmerk, oorgetrekte knope en/of gespes maak, garingdrade met masjien afsny of met die hand afknip, optooi asook die maak van tee of dergelike drankie;

"uurloon", die weeklikse basiese loon plus lewenskostetoelae gedeel deur die getal ure wat gewoonlik gedurende 'n week in die betrokke inrigting gewerk word;

"lae rangskik", materiaal in een of meer lae op die snytafel rangskik, en mag ook ente oopsny omvat;

"leerling", in die geval van 'n werknemer vermeld in klousule 4 (1) (a), (b) en (d) (1) met minder as vyf jaar ondervinding; in die geval van 'n werknemer vermeld in klousule 4 (1) (d) (11) met minder as vier jaar ondervinding; in die geval van 'n werknemer vermeld in klousule 4 (1) (i) met minder as twee-en-'n-half jaar ondervinding; en in die geval van alle ander werknemers, 'n werknemer met minder as drie jaar ondervinding;

"merk", plekke vir sakke, knope, knoopsgate, lissies, druk-knope, pylinate, some, omslae en soortgelyke plekke merk ter voorbereiding van verdere werksaamhede;

"houer", met betrekking tot enige persele, die persoon wat 'n besigheids bestuur of beheer wat op die persele gedryf word en indien daar twee of meer sodanige persone is, omvat dit al sulke persone;

"ordinary cost of living allowance" means any cost of living allowance which in terms of War Measure No. 43 of 1942, as amended, or any measure by which it may be replaced, is payable at the date on which this Agreement comes into operation;

"patent turning" means the turning out or over of the edges of collar facings, belts, bands, cuffs, tabs, pockets and/or flaps by hand or machine, and the turning of garments or parts thereof inside out;

"part-time motor vehicle driver" means an employee engaged in driving a motor vehicle for not more than three hours in the aggregate on any day and for the purpose of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the driver while in charge of the vehicle or in work connected with the vehicle or the load;

"piece-work" means any system other than task work by which remuneration is calculated by quantity or output of work done;

"plain-sewer" means an employee performing one or more of the following operations:—

Felling crutch linings in trousers; felling bottoms; fastening permanent turn-ups, felling waist band linings or part thereof; fastening catch in tops of trousers and various odds and ends of sewing; felling necks shoulders or arm-holes of waistcoats; padding collars or lapels; putting on bridles by hand; fastening edge-stays and odds and ends of sewing; sewing on buttons by hand; felling bottoms of linings or seams of same already basted into position; felling bindings; making and sewing on hangers; fastening facings inside already basted into position; making canvasses; tacking; and all hand sewing not elsewhere specified;

"premium" means without in any way limiting the ordinary meaning of the term, any consideration of whatever nature given in return for the training of an employee;

"qualified employee" means in the case of an employee referred to in clause (4) (1) (a), (b) and (d) (1) an employee who had not less than five years' experience; in the case of an employee referred to in clause 4 (1) (d) (ii) an employee who has had not less than five years' experience; in the case of an employee referred to in clause 4 (1) (d) (ii) an employee who has had not less than two and a half years' experience; and in the case of all other employees, an employee who has had not less than three years' experience;

"quarter" means the three-monthly periods commencing on the first day of January, April, July, and October;

"retail price index number" means the index number relating to food, fuel, light, rent and sundries for the Witwatersrand compared with itself in 1938 as assessed by the Director of Census and Statistics and published in his Press Release;

"set leader" or "team leader" means an employee in a set or team who is generally responsible for the work executed by the employees comprising such set or team;

"set or team" means a group of employees numbering three or more engaged in performing sectional operations in the making up of garments;

"shaper" means an employee engaged on shaping by hand designs of lapels and collars of coats preparatory to under-basting, but does not include trimming by hand;

"short-time" means a temporary reduction of the number of working hours of any employee in any one week below 40 hours or temporary cessation of work by reason of the exigencies of the business, e.g. shortage of material or orders or the necessities of stocktaking;

"sloping" means the marking and/or trimming of the shapes of the necks of shirts and underwear;

"sorting" means the sorting out of garments or parts of garments as required for various operations;

"stamping" means the stamping of sizes, identity or work-numbers or other details on garments or parts of garments and/or labels;

"supervisor" means a female employee who under supervision is responsible for the efficient performance of the duties of the employees or a section of the employees in a factory, but does not include a set or team leader;

"task-work" means the setting by an employer or his representatives to any employee of a definite number of garments or portions of garments, to be made by such employee in a specified time;

"week" means a period of five working days;

"working day" means any day on which work is usually performed in the industry.

"gewone lewenskostetoelae", enige lewenskostetoelae wat kragtens Oorlogsmaatreël No. 43 van 1942, soos gewysig, of enige maatreël waardeur dit vervang kan word, betaalbaar is op die datum waarop hierdie Ooreenkoms in werking tree;

"patente omdraaiwerk", die rande van kraagbelegels, gordels, bande, mansjette, oorklappe, sakke en/of klappe met die hand of masjien uit- of omdraai, en kledingstukke of gedeeltes daarvan binnekant buite draai;

"deeltydse motorvoertuigbestuurder", 'n werknemer in diens om 'n motorvoertuig vir hoogstens drie uur altesaam op 'n dag te bestuur en vir die toepassing van hierdie woordoms-krywing omvat "n motorvoertuig bestuur" alle bestuur-tye asook tyd deur die bestuurder bestee terwyl hy vir die voertuig verantwoordelik is of werk in verband met die voertuig of die vraag verrig;

"stukwerk", enige stelsel, uitgesonderd taakwerk, waarby besoldiging bereken word volgens die hoeveelheid of omvang van werk wat verrig word;

"gewone naaldwerker", 'n werknemer wat met die hand een of meer van die volgende werksaamhede verrig:—

Kruisvoerings onsigbaar in broeke omsom; sitvlakke omsom; vaste omslae vasheg; lyfbandvoerings of dele daarvan onsigbaar omsom; hakies in broekbande vaswerk, en verskillende bykomstige naaiwerkies, halse, skouers en mousgate van onderbaadjies onsigbaar omsom; kraag-omslae of lapelle opstop; soomkoorde met die hand vaswerk; randverstywers vaswerk en bykomstige naaiwerkies; knope met die hand aanwerk; onderente van voerings of nate daarvan wat alreeds vasgeryg is, onsigbaar omsom; stootkante onsigbaar vassom; hanglissies maak en aanwerk; belegels wat reeds ingeryg is binne vaswerk; seilboekvoerings maak; rygwerk en enige ander naaldwerk wat nie elders gespesifiseer is nie;

"premie", sonder dat dit in enige opsig die gewone betekenis van die uitdrukking beperk, enige vergoeding van watter aard ook al wat vir die opleiding van 'n werknemer gegee word;

"gekwalfiseerde werknemers", in die geval van 'n werknemer genoem in klousule 4 (1) (a), (b) en (d) (1) 'n werknemer met minstens vyf jaar ondervinding; in die geval van 'n werknemer genoem in klousule 4 (1) (d) (ii) 'n werknemer met minstens vier jaar ondervinding; in die geval van 'n werknemer genoem in klousule 4 (1) (i) 'n werknemer met minstens twee-en-'n-half jaar ondervinding, en in die geval van alle ander werknemers, 'n werknemer met minstens drie jaar ondervinding;

"kwartaal", die tydperke van drie maande elk wat op die eerste dag van Januarie, April, Julie en Oktober begin;

"kleinhandelprysindekssyfer", die indekssyfer met betrekking tot voedsel, brandstof, ligte, huur en diverse vir die Witwatersrand vergeleke met homself in 1938, soos deur die Direkteur van Sensus en Statistiek bereken en in sy persverklaring gepubliseer;

"groepleier" of "spanleier", 'n werknemer in 'n groep of span wat oor die algemeen verantwoordelik is vir die werk verrig deur die werknemers wat die groep of span uitmaak;

"groep" of "span", 'n groep werknemers van drie of meer wat werksaamhede stuksgewys verrig in verband met die opmaak van kledingstukke;

"fatsoeneerder", 'n werknemer wat patrone van lapelle en krae van baadjies met die hand fatsoeneer voordat voerings opgerig word, maar sluit nie versiering met die hand in nie.

"korttyd", 'n tydelike vermindering van die getal werkure van enige werknemer in enige enkele week tot minder as 40 uur; of tydelike onderbreking van werk weens die vereistes van die besigheid, bv. tekort aan materiaal of bestellings of die noodsaaklikheid van voorraadopname;

"halse uitsny", die vorm van halse van hemde en onderklere merk en/of regsny;

"sorteer", kledingstukke of gedeeltes van kledingstukke, soos hulle vir die verskillende werksaamhede nodig is, sorteer;

"stempel", groottes, identiteits- of werknommers of ander besonderhede op kledingstukke of gedeeltes van kledingstukke en/of etikette stempel;

"toesighouer", 'n vroulike werknemer wat onder toesig verantwoordelik is vir die deeglike uitvoering van die pligte van werknemers of gedeelte van werknemers in 'n fabriek, maar sluit nie 'n groep- of spanleier in nie;

"taakwerk", die opdrag van die werkgever of sy verteenwoordiger aan enige werknemer om 'n bepaalde getal kledingstukke of gedeeltes van kledingstukke binne 'n vasgestelde tydperk te maak;

"week", 'n tydperk van vyf werkdag;

"werkdag", enige dag waarop werk gewoonlik in die nywerheid verrig word.

4. WAGES.

(1) Subject to the provisions of sub-clauses (2), (4) and (6) of this clause and of clauses 6 and 7 the following minimum basic wages and cost of living allowances shall be paid per week to the undermentioned classes of employees:—

(a) Werknemers wat patrone maak en/of gradeer:—

(i) Category A Employees—

	Basic.	Ordinary C.O.L.A.	Additional C.O.L.A.	Total.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Qualified employees.....	10 0 0	3 8 0	5 2 0	18 10 0
Learners:—				
First Year—				
First quarter.....	2 0 0	0 18 3	0 15 9	3 14 0
Second quarter.....	2 10 0	1 2 3	1 0 3	4 12 6
Third quarter.....	3 0 0	1 7 6	1 3 6	5 11 0
Fourth quarter.....	3 10 0	1 13 3	1 6 3	6 9 6
Second Year—				
First quarter.....	4 0 0	2 0 0	1 8 0	7 8 0
Second quarter.....	3 10 0	2 4 0	1 12 6	8 6 6
Third quarter.....	5 0 0	2 8 0	1 17 0	9 5 0
Fourth quarter.....	5 10 0	2 12 0	2 1 6	10 3 6
Third year—				
First quarter.....	6 0 0	2 16 6	2 5 6	11 2 0
Second quarter.....	6 10 0	3 1 0	2 9 6	12 0 6
Third quarter.....	7 0 0	3 8 0	2 11 0	12 19 0
Fourth quarter.....	7 10 0	3 8 0	2 19 6	13 17 6
Fourth year—				
First quarter.....	8 0 0	3 8 0	3 8 0	14 16 0
Second quarter.....	8 5 0	3 8 0	3 12 3	15 5 3
Third quarter.....	8 10 0	3 8 0	3 16 6	15 14 6
Fourth quarter.....	8 15 0	3 8 0	4 0 9	16 3 9
Fifth year—				
First quarter.....	9 0 0	3 8 0	4 5 0	16 13 0
Second quarter.....	9 5 0	3 8 0	4 9 3	17 2 3
Third quarter.....	9 10 0	3 8 0	4 13 6	17 11 6
Fourth quarter.....	9 15 0	3 8 0	4 17 9	18 0 9
And thereafter.....	10 0 0	3 8 0	5 2 0	18 10 0

(ii) Category B employees—

	Basic.	Ordinary C.O.L.A.	Total.
	£ s. d.	£ s. d.	£ s. d.
Qualified employees.....	10 0 0	3 8 0	13 8 0
Learners:—			
First year—			
First quarter.....	2 0 0	0 18 3	2 18 3
Second quarter.....	2 10 0	1 2 3	3 12 3
Third quarter.....	3 0 0	1 7 6	4 7 6
Fourth quarter.....	3 10 0	1 13 3	5 3 3
Second year—			
First quarter.....	4 0 0	2 0 0	6 0 0
Second quarter.....	4 10 0	2 4 0	6 14 0
Third quarter.....	5 0 0	2 8 0	7 8 0
Fourth quarter.....	5 10 0	2 12 0	8 2 0
Third year—			
First quarter.....	6 0 0	2 16 6	8 16 6
Second quarter.....	6 10 0	3 1 0	9 11 0
Third quarter.....	7 0 0	3 8 0	10 8 0
Fourth quarter.....	7 10 0	3 8 0	10 18 0
Fourth year—			
First quarter.....	8 0 0	3 8 0	11 8 0
Second quarter.....	8 5 0	3 8 0	11 13 0
Third quarter.....	8 10 0	3 8 0	11 18 0
Fourth quarter.....	8 15 0	3 8 0	12 3 0
Fifth year—			
First quarter.....	9 0 0	3 8 0	12 8 0
Second quarter.....	9 5 0	3 8 0	12 13 0
Third quarter.....	9 10 0	3 8 0	12 18 0
Fourth quarter.....	9 15 0	3 8 0	13 3 0
And thereafter.....	10 0 0	3 8 0	13 8 0

(b) Male Marker-in:—

(i) Category A employees—

	Basic.	Ordinary C.O.L.A.	Additional C.O.L.A.	Total.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Qualified employees.....	8 10 0	3 8 0	3 16 6	15 14 6
Learners:—				
First year—				
First quarter.....	2 0 0	0 18 3	0 15 9	3 14 0
Second quarter.....	2 5 0	1 0 9	0 17 6	4 3 3
Third quarter.....	2 10 0	1 2 3	1 0 3	4 12 6
Fourth quarter.....	2 15 0	1 4 9	1 2 0	5 1 9
Second year—				
First quarter.....	3 0 0	1 7 6	1 3 6	5 11 0
Second quarter.....	3 5 0	1 10 6	1 4 9	6 0 3
Third quarter.....	3 10 0	1 13 3	1 6 3	6 9 6
Fourth quarter.....	3 15 0	1 16 9	1 7 0	6 18 9
Third year—				
First quarter.....	4 5 0	2 4 0	1 8 3	7 17 3
Second quarter.....	4 10 0	2 4 0	1 12 6	8 6 6
Third quarter.....	4 15 0	2 8 0	1 12 9	8 15 9
Fourth quarter.....	5 0 0	2 8 0	1 17 0	9 5 0
Fourth year—				
First quarter.....	5 10 0	2 12 0	2 1 6	10 3 6
Second quarter.....	5 15 0	2 16 6	2 1 3	10 12 9
Third quarter.....	6 0 0	2 16 6	2 5 6	11 2 0
Fourth quarter.....	6 5 0	3 1 0	2 5 3	11 11 3
Fifth year—				
First quarter.....	6 15 0	3 8 0	2 6 9	12 9 9
Second quarter.....	7 5 0	3 8 0	2 15 3	13 8 3
Third quarter.....	7 15 0	3 8 0	3 3 9	14 6 9
Fourth quarter.....	8 5 0	3 8 0	3 12 3	15 5 3
And thereafter.....	8 10 0	3 8 0	3 16 6	15 14 6

	Basic.	Ordinary	Total.	
	£ s. d.	£ s. d.	£ s. d.	
(ii) Category B employees—				
Qualified employee.....	8 10 0	3 8 0	11 18 0	
Learner:—				
First year—				
First quarter.....	2 0 0	0 18 3	2 18 3	
Second quarter.....	2 5 0	1 0 9	3 5 9	
Third quarter.....	2 10 0	1 2 3	3 12 3	
Fourth quarter.....	2 15 0	1 4 9	3 19 9	
Second year—				
First quarter.....	3 0 0	1 7 6	4 7 6	
Second quarter.....	3 5 0	1 10 6	4 15 6	
Third quarter.....	3 10 0	1 13 3	5 3 3	
Fourth quarter.....	3 15 0	1 16 9	5 11 9	
Third year—				
First quarter.....	4 5 0	2 4 0	6 9 0	
Second quarter.....	4 10 0	2 4 0	6 14 0	
Third quarter.....	4 15 0	2 8 0	7 3 0	
Fourth quarter.....	5 0 0	2 8 0	7 8 0	
Fourth year—				
First quarter.....	5 10 0	2 12 0	8 2 0	
Second quarter.....	5 15 0	2 16 6	8 11 6	
Third quarter.....	6 0 0	2 16 6	8 16 6	
Fourth quarter.....	6 5 0	3 1 0	9 6 0	
Fifth year—				
First quarter.....	6 15 0	3 8 0	10 3 0	
Second quarter.....	7 5 0	3 8 0	10 13 0	
Third quarter.....	7 15 0	3 8 0	11 3 0	
Fourth quarter.....	8 5 0	3 8 0	11 13 0	
And thereafter.....	8 10 0	3 8 0	11 18 0	
(c) Female Marker-in:—				
	Basic.	Ordinary	Additional	Total.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
(i) Category A employees—				
Qualified employee.....	5 0 0	2 8 0	1 17 0	9 5 0
Learners:—				
First year—				
First quarter.....	1 10 0	0 13 9	0 11 9	2 15 6
Second quarter.....	1 15 0	0 16 9	0 13 0	3 4 9
Third quarter.....	2 0 0	0 18 3	0 15 9	3 14 0
Fourth quarter.....	2 5 0	1 0 9	0 17 6	4 3 3
Second year—				
First quarter.....	2 10 0	1 2 3	1 0 3	4 12 6
Second quarter.....	2 15 0	1 4 9	1 2 0	5 1 9
Third quarter.....	3 0 0	1 7 6	1 3 6	5 11 0
Fourth quarter.....	3 5 0	1 10 6	1 4 9	6 0 3
Third year—				
First quarter.....	3 10 0	1 13 3	1 6 3	6 9 6
Second quarter.....	3 15 0	1 16 9	1 7 0	6 18 9
Third quarter.....	4 0 0	2 0 0	1 8 0	7 8 0
Fourth quarter.....	4 10 0	2 4 0	1 12 6	8 6 6
And thereafter.....	5 0 0	2 8 0	1 17 0	9 5 0
(ii) Category B Employees—				
	Basic.	Ordinary.		Total.
	£ s. d.	£ s. d.		£ s. d.
Qualified employee.....	5 0 0	2 8 0		6 8 0
Learner:—				
First year—				
First quarter.....	1 10 0	0 13 9		2 3 9
Second quarter.....	1 15 0	0 16 9		2 11 9
Third quarter.....	2 0 0	0 18 3		2 18 3
Fourth quarter.....	2 5 0	1 0 9		3 5 9
Second year—				
First quarter.....	2 10 0	1 2 3		3 12 3
Second quarter.....	2 15 0	1 4 9		3 19 9
Third quarter.....	3 0 0	1 10 6		4 7 6
Fourth quarter.....	3 5 0	1 10 6		4 15 6
Third year—				
First quarter.....	3 10 0	1 13 3		5 3 3
Second quarter.....	3 15 0	1 16 9		5 11 9
Third quarter.....	4 0 0	2 0 0		6 0 0
Fourth quarter.....	4 10 0	2 4 0		6 14 0
And thereafter.....	5 0 0	2 8 0		7 8 0
d) (1) Male machinist engaged in setting in sleeves, sewing round men's and ladies' tailored coats and overcoats; male baster; male shap				
le fitter-up:—				
	Basic.	Ordinary	Additional	Total.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
(i) Category A employees—				
Qualified employee.....	8 10 0	3 8 0	3 16 6	15 14 6
Learners:—				
First year—				
First quarter.....	2 0 0	0 18 3	0 15 9	3 14 0
Second quarter.....	2 5 0	1 0 9	0 17 6	4 3 3
Third quarter.....	2 10 0	1 2 3	1 0 3	4 12 6
Fourth quarter.....	2 15 0	1 4 9	1 2 0	5 1 9
Second year—				
First quarter.....	3 0 0	1 7 6	1 3 6	5 11 0
Second quarter.....	3 5 0	1 10 6	1 4 9	6 0 3
Third quarter.....	3 10 0	1 13 3	1 6 3	6 9 6
Fourth quarter.....	3 15 0	1 16 9	1 7 0	6 18 9
Third year—				
First quarter.....	4 5 0	2 4 0	1 8 3	7 17 3
Second quarter.....	4 10 0	2 4 0	1 12 6	8 6 6
Third quarter.....	4 15 0	2 8 0	1 12 9	8 15 9
Fourth quarter.....	5 0 8	2 8 0	1 17 0	9 5 0

	Basic. £ s. d.	Ordinary C.O.L.A. £ s. d.	Additional C.O.L.A. £ s. d.	Total. £ s. d.
Fourth year—				
First quarter.....	5 10 0	2 12 0	2 1 6	10 3 6
Second quarter.....	5 15 0	2 16 6	2 1 3	10 12 9
Third quarter.....	6 0 0	2 16 6	2 5 6	11 2 0
Fourth quarter.....	6 5 0	3 1 0	2 5 3	11 11 3
Fifth year—				
First quarter.....	6 15 0	3 8 0	2 6 9	12 9 9
Second quarter.....	7 5 0	3 8 0	2 15 3	13 8 3
Third quarter.....	7 15 0	3 8 0	3 3 9	14 4 9
Fourth quarter.....	8 5 0	3 8 0	3 12 3	15 5 3
And thereafter.....	8 10 0	3 8 0	3 16 6	15 14 6

	Basic. £ s. d.	Ordinary C.O.L.A. £ s. d.	Total. £ s. d.
(ii) Category B employees—			
Qualified employee.....	5 19 3	2 16 6	8 15 9
Learners:—			
First year—			
First six months.....	2 0 0	0 18 3	2 18 3
Second six months.....	2 2 6	1 0 9	3 3 3
Second year—			
First six months.....	2 5 0	1 0 9	3 5 9
Second six months.....	2 10 0	1 2 3	3 12 3
Third year—			
First quarter.....	2 15 0	1 4 9	3 19 9
Second quarter.....	3 0 0	1 7 6	4 7 6
Third quarter.....	3 5 0	1 10 6	4 15 6
Fourth quarter.....	3 10 0	1 13 3	5 3 3
Fourth year—			
First quarter.....	3 15 0	1 16 9	5 11 9
Second quarter.....	4 0 0	2 0 0	6 0 0
Third quarter.....	4 5 0	2 4 0	6 9 0
Fourth quarter.....	4 10 0	2 4 0	6 14 0
Fifth year—			
First quarter.....	4 15 0	2 8 0	7 3 0
Second quarter.....	5 0 0	2 8 0	7 8 0
Third quarter.....	5 10 0	2 12 0	8 2 0
Fourth quarter.....	5 15 0	2 16 6	8 11 6
And thereafter.....	5 19 3	2 16 6	8 15 9

(d) (2) Male machinist other than a male machinist referred to in Paragraph (d) (1) of this sub-clause:—

	Basic. £ s. d.	Ordinary C.O.L.A. £ s. d.	Additional C.O.L.A. £ s. d.	Total. £ s. d.
(i) Category A employees—				
Qualified employee.....	4 15 0	2 8 0	1 12 9	8 15 9
Learners:—				
First year—				
First six months.....	2 0 0	0 18 3	0 15 9	3 14 0
Second six months.....	2 2 6	1 0 9	0 15 5	3 18 8
Second year—				
First six months.....	2 5 0	1 0 9	0 17 6	4 3 3
Second six months.....	2 10 0	1 2 3	1 0 3	4 12 6
Third year—				
First quarter.....	2 15 0	1 4 9	1 2 0	5 1 9
Second quarter.....	3 0 0	1 7 6	1 3 6	5 11 0
Third quarter.....	3 5 0	1 10 6	1 4 9	6 0 3
Fourth quarter.....	3 10 0	1 13 3	1 6 3	6 9 6
Fourth year—				
First quarter.....	3 15 0	1 16 9	1 7 0	6 18 9
Second quarter.....	4 0 0	2 0 0	1 8 0	7 8 0
Third quarter.....	4 5 0	2 4 0	1 8 3	7 17 3
Fourth quarter.....	4 10 0	2 4 0	1 12 6	8 6 6
And thereafter.....	4 15 0	2 8 0	1 12 9	8 15 9

	Basic. £ s. d.	Ordinary C.O.L.A. £ s. d.	Total. £ s. d.
(ii) Category B employees—			
Qualified employee.....	4 16 0	2 8 0	7 4 0
Learners:—			
First year—			
First six months.....	2 0 0	0 18 3	2 18 3
Second six months.....	2 2 6	1 0 9	3 3 3
Second year—			
First six months.....	2 5 0	1 0 9	3 5 9
Second six months.....	2 10 0	1 2 3	3 12 3
Third year—			
First quarter.....	2 15 0	1 4 9	3 19 9
Second quarter.....	3 0 0	1 7 6	4 7 6
Third quarter.....	3 5 0	1 10 6	4 15 6
Fourth quarter.....	3 10 0	1 13 3	5 3 3
Fourth year—			
First quarter.....	3 15 0	1 16 9	5 11 9
Second quarter.....	4 0 0	2 0 0	6 0 0
Third quarter.....	4 5 0	2 4 0	6 9 0
Fourth quarter.....	4 10 0	2 4 0	6 14 0
And thereafter.....	4 16 0	2 8 0	7 4 0

(e) Interlining and trimming, marker-in; and/or chopper-out; finisher; female baster; female fitter-up; female shaper; female machinist; female presser of garments other than shirts, ties, pyjamas and other nightwear, hats, caps, underwear, knitwear, aprons, overalls, and blouses without lace, embroidery, tucks and hand-made pleats:—

	Basic.	Ordinary C.O.L.A.	Additional C.O.L.A.	Total.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
(i) Category A employees—				
Qualified employee.....	3 12 6	1 16 9	1 4 11	6 14 2
Learners:—				
First year—				
First six months.....	1 10 0	0 13 9	0 11 9	2 15 6
Second six months.....	1 15 0	0 16 9	0 13 0	3 4 9
Second year—				
First quarter.....	1 17 6	0 18 3	0 13 8	3 9 5
Second quarter.....	2 0 0	0 18 3	0 15 9	3 14 0
Third quarter.....	2 5 0	1 0 9	0 17 6	4 3 3
Fourth quarter.....	2 7 6	1 2 3	0 18 2	4 7 11
Third year—				
First quarter.....	2 10 0	1 2 3	1 0 3	4 12 6
Second quarter.....	2 15 0	1 4 9	1 2 0	5 1 9
Third quarter.....	3 0 0	1 7 6	1 3 6	5 11 0
Fourth quarter.....	3 5 0	1 10 6	1 4 9	6 0 3
And thereafter.....	3 12 6	1 16 9	1 4 11	6 14 2

	Basic.	Ordinary C.O.L.A.	Total.
	£ s. d.	£ s. d.	£ s. d.
(ii) Category B employees—			
Qualified employee.....	3 10 0	1 13 3	5 3 3
Learners:—			
First year—			
First six months.....	1 10 0	0 13 9	2 3 9
Second six months.....	1 15 0	0 16 9	2 11 9
Second year—			
First quarter.....	1 17 6	0 18 3	2 15 9
Second quarter.....	2 0 0	0 18 3	2 18 3
Third quarter.....	2 5 0	1 0 9	3 5 9
Fourth quarter.....	2 7 6	1 2 3	3 9 9
Third year—			
First quarter.....	2 10 0	1 2 3	3 12 3
Second quarter.....	2 15 0	1 4 9	3 19 9
Third quarter.....	3 0 0	1 7 6	4 7 6
Fourth quarter.....	3 5 0	1 10 6	4 15 6
And thereafter.....	3 10 0	1 13 3	5 3 3

(f) Chopper-out, other than an interlining and/or trimming chopper-out; a male presser by hand of women's overcoats and/or jackets of costumes:—

	Basic.	Ordinary C.O.L.A.	Additional C.O.L.A.	Total.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
(i) Category A employees—				
Qualified employee.....	4 15 0	2 8 0	1 12 9	8 15 9
Learners:—				
First year—				
First quarter.....	2 0 0	0 18 3	0 15 9	3 14 0
Second quarter.....	2 2 6	1 0 9	0 15 5	3 18 8
Third quarter.....	2 5 0	1 9 0	0 17 6	4 3 3
Fourth quarter.....	2 10 0	1 2 3	1 0 3	4 12 6
Second year—				
First quarter.....	2 15 0	1 4 9	1 2 0	5 1 9
Second quarter.....	3 0 0	1 7 6	1 3 6	5 11 0
Third quarter.....	3 5 0	1 10 6	1 4 9	6 0 3
Fourth quarter.....	3 10 0	1 13 3	1 6 3	6 9 6
Third year—				
First quarter.....	3 15 0	1 16 9	1 7 0	6 18 9
Second quarter.....	4 0 0	2 0 0	1 8 0	7 8 0
Third quarter.....	4 5 0	2 4 0	1 8 3	7 17 3
Fourth quarter.....	4 10 0	2 4 0	1 12 6	8 6 6
And thereafter.....	4 15 0	2 8 0	1 12 9	8 15 9

	Basic.	Ordinary C.O.L.A.	Total.
	£ s. d.	£ s. d.	£ s. d.
(ii) Category B employees—			
Qualified employee.....	4 16 0	2 8 0	7 4 0
Learners:—			
First year—			
First quarter.....	2 0 0	0 18 3	2 18 3
Second quarter.....	2 2 6	1 0 9	3 3 3
Third quarter.....	2 5 0	1 0 9	3 5 9
Fourth quarter.....	2 10 0	1 2 3	3 12 3
Second year—			
First quarter.....	2 15 0	1 4 9	3 19 9
Second quarter.....	3 0 0	1 7 6	4 7 6
Third quarter.....	3 5 0	1 10 6	4 15 6
Fourth quarter.....	3 10 0	1 13 3	5 3 3
Third year—			
First quarter.....	3 15 0	1 16 9	5 11 9
Second quarter.....	4 0 0	2 0 0	6 0 0
Third quarter.....	4 5 0	2 4 0	6 9 0
Fourth quarter.....	4 10 0	2 4 0	6 14 0
And thereafter.....	4 16 0	2 8 0	7 4 0

(g) Male presser of garments other than a male presser by hand of women's overcoats and/or jackets of costumes; and other than a presser of shirts, ties, pyjamas and other nightwear, hats, caps, underwear, knitwear, aprons, overalls, and blouses without lace, embroidery, tucks and hand-made pleats:—

	Basic.	Ordinary C.O.L.A.	Total.
	£ s. d.	£ s. d.	£ s. d.
Qualified employee.....	4 0 0	2 0 0	6 0 0
Learners:—			
First year—			
First six months.....	1 10 0	0 13 9	2 3 9
Second six months.....	1 18 4	0 18 3	2 16 7
Second year—			
First six months.....	2 6 8	1 2 3	3 8 11
Second six months.....	2 15 0	1 4 9	3 19 9
Third year—			
First six months.....	3 3 4	1 10 6	4 13 10
Second six months.....	3 11 8	1 16 9	5 8 5
And thereafter.....	4 0 0	2 0 0	6 0 0

(h) Other pressers not referred to elsewhere in this clause; underpresser; machine belt fixer; maintenance assistant; layer-up; plain sewer:—

	Basic.	Ordinary C.O.L.A.	Total.
	£ s. d.	£ s. d.	£ s. d.
Qualified employee.....	3 0 0	1 7 6	4 7 6
Learners:—			
First year—			
First six months.....	1 10 0	0 13 9	2 3 9
Second six months.....	1 15 0	0 16 9	2 11 9
Second year—			
First six months.....	2 0 0	0 18 3	2 18 3
Second six months.....	2 5 0	1 0 9	3 5 9
Third year—			
First six months.....	2 10 0	1 2 3	3 12 3
Second six months.....	2 15 0	1 4 9	3 19 9
And thereafter.....	3 0 0	1 7 6	4 7 6

	Basic.	Ordinary C.O.L.A.	Total.
	£ s. d.	£ s. d.	£ s. d.
(i) General worker—			
Qualified employee.....	2 12 3	1 4 9	3 17 0
Learners:—			
First year—			
First six months.....	1 10 0	0 13 9	2 3 9
Second six months.....	1 15 0	0 16 9	2 11 9
Second year—			
First six months.....	2 0 0	0 18 3	2 18 3
Second six months.....	2 5 0	1 0 9	3 5 9
Third year—			
First six months.....	2 10 0	1 2 3	3 12 3
And thereafter.....	2 12 3	1 4 9	3 17 0

(j) Other Category A employees—

	Basic.	Ordinary C.O.L.A.	Additional C.O.L.A.	Total.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Foreman.....	8 15 0	3 8 0	3 16 6	15 19 6
Forewoman.....	5 10 0	2 12 0	2 1 6	10 3 6
Supervisor.....	4 15 0	2 8 0	1 12 9	8 15 9
Checker.....	4 0 0	2 0 0	1 8 0	7 8 0

(k) Other Category B employees—

	Basic.	Ordinary C.O.L.A.	Total.
	£ s. d.	£ s. d.	£ s. d.
Part-time Motor Vehicle Driver.....	3 0 0	1 7 6	4 7 6

	Basiese loon. £ s. d.	Gewone L.K.T. £ s. d.	Bykomende L.K.T. £ s. d.	Totaal. £ s. d.
(i) Groep A-werknemers—				
Gekwalifiseerde werknemers.....	10 0 0	3 8 0	5 2 0	18 10 0
Leerlinge:—				
Eerste jaar—				
Eerste kwartaal.....	2 0 0	0 18 3	0 15 9	3 14 0
Tweede kwartaal.....	2 10 0	1 2 3	1 0 3	4 12 6
Derde kwartaal.....	3 0 0	1 7 6	1 3 6	5 11 0
Vierde kwartaal.....	3 10 0	1 13 3	1 6 3	6 9 6
Tweede jaar—				
Eerste kwartaal.....	4 0 0	2 0 0	1 8 0	7 8 0
Tweede kwartaal.....	4 10 0	2 4 0	1 12 6	8 6 6
Derde kwartaal.....	5 0 0	2 8 0	1 17 0	9 5 0
Vierde kwartaal.....	5 10 0	2 12 0	2 1 6	10 3 6
Derde jaar—				
Eerste kwartaal.....	6 0 0	2 16 6	2 5 6	11 2 0
Tweede kwartaal.....	6 10 0	3 1 0	2 9 6	12 0 6
Derde kwartaal.....	7 0 0	3 8 0	2 11 0	12 19 0
Vierde kwartaal.....	7 10 0	3 8 0	2 19 6	13 17 6
Vierde jaar—				
Eerste kwartaal.....	8 0 0	3 8 0	3 8 0	14 16 0
Tweede kwartaal.....	8 5 0	3 8 0	3 12 3	15 5 3
Derde kwartaal.....	8 10 0	3 8 0	3 16 6	15 14 6
Vierde kwartaal.....	8 15 0	3 8 0	4 0 9	16 3 9
Vyfde jaar—				
Eerste kwartaal.....	9 0 0	3 8 0	4 5 0	16 13 0
Tweede kwartaal.....	9 5 0	3 8 0	4 9 3	17 2 3
Derde kwartaal.....	9 10 0	3 8 0	4 13 6	17 11 6
Vierde kwartaal.....	9 15 0	3 8 0	4 17 9	18 0 9
En daarna.....	10 0 0	3 8 0	5 2 0	18 10 0

	Basiese loon. £ s. d.	Gewone L.K.T. £ s. d.	Totaal. £ s. d.
(ii) Groep B-werknemers—			
Gekwalifiseerde werknemers.....	10 0 0	3 8 0	13 8 0
Leerlinge:—			
Eerste jaar—			
Eerste kwartaal.....	2 0 0	0 18 3	2 18 3
Tweede kwartaal.....	2 10 0	1 2 3	3 12 3
Derde kwartaal.....	3 0 0	1 7 6	4 7 6
Vierde kwartaal.....	3 10 0	1 13 3	5 3 3
Tweede jaar—			
Eerste kwartaal.....	4 0 0	2 0 0	6 0 0
Tweede kwartaal.....	4 10 0	2 4 0	6 14 0
Derde kwartaal.....	5 0 0	2 8 0	7 8 0
Vierde kwartaal.....	5 10 0	2 12 0	8 2 0
Derde jaar—			
Eerste kwartaal.....	6 0 0	2 16 6	8 16 6
Tweede kwartaal.....	6 10 0	3 1 0	9 11 0
Derde kwartaal.....	7 0 0	3 8 0	10 8 0
Vierde kwartaal.....	7 10 0	3 8 0	10 18 0
Vierde jaar—			
Eerste kwartaal.....	8 0 0	3 8 0	11 8 0
Tweede kwartaal.....	8 5 0	3 8 0	11 13 0
Derde kwartaal.....	8 10 0	3 8 0	11 18 0
Vierde kwartaal.....	8 15 0	3 8 0	12 3 0
Vyfde jaar—			
Eerste kwartaal.....	9 0 0	3 8 0	12 8 0
Tweede kwartaal.....	9 5 0	3 8 0	12 13 0
Derde kwartaal.....	9 10 0	3 8 0	12 18 0
Vierde kwartaal.....	9 15 0	3 8 0	13 3 0
En daarna.....	10 0 0	3 8 0	13 8 0

	Basiese loon. £ s. d.	Gewone L.K.T. £ s. d.	Bykomende L.K.T. £ s. d.	Totaal. £ s. d.
(b) Manlike afmerker.				
(i) Groep A-werknemers—				
Gekwalifiseerde werknemers.....	8 10 0	3 8 0	3 16 6	15 14 6
Leerlinge:—				
Eerste jaar—				
Eerste kwartaal.....	2 0 0	0 18 3	0 15 9	3 14 0
Tweede kwartaal.....	2 5 0	1 0 9	0 17 6	4 3 3
Derde kwartaal.....	2 10 0	1 2 3	1 0 3	4 12 6
Vierde kwartaal.....	2 15 0	1 4 9	1 2 3	5 1 9
Tweede jaar—				
Eerste kwartaal.....	3 0 0	1 7 6	1 3 6	5 11 0
Tweede kwartaal.....	3 5 0	1 10 6	1 4 9	6 0 3
Derde kwartaal.....	3 10 0	1 13 3	1 6 3	6 9 6
Vierde kwartaal.....	3 15 0	1 16 9	1 7 0	6 18 9
Derde jaar—				
Eerste kwartaal.....	4 5 0	2 4 0	1 8 3	7 17 3
Tweede kwartaal.....	4 10 0	2 4 0	1 12 6	8 6 6
Derde kwartaal.....	4 15 0	2 8 0	1 12 9	8 15 9
Vierde kwartaal.....	5 0 0	2 8 0	1 17 0	9 5 0
Vierde jaar—				
Eerste kwartaal.....	5 10 0	2 12 0	2 1 6	10 3 6
Tweede kwartaal.....	5 15 0	2 16 6	2 1 3	10 12 9
Derde kwartaal.....	6 0 0	2 16 6	2 5 6	11 2 0
Vierde kwartaal.....	6 5 0	3 1 0	2 5 3	11 11 3
Vyfde jaar—				
Eerste kwartaal.....	6 15 0	3 8 0	2 6 9	12 9 9
Tweede kwartaal.....	7 5 0	3 8 0	2 15 3	13 8 3
Derde kwartaal.....	7 15 0	3 8 0	3 3 9	14 6 9
Vierde kwartaal.....	8 5 0	3 8 0	3 12 3	15 5 3
En daarna.....	8 10 0	3 8 0	3 16 6	15 14 6

(ii) Groep B-werknemers—

	Basiese loon.	Gewone L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
Gekwalifiseerde werknemers.....	8 10 0	3 8 0	11 18 0
Leerling:—			
Eerste jaar—			
Eerste kwartaal.....	2 0 0	0 18 3	2 18 3
Tweede kwartaal.....	2 5 0	1 0 9	3 5 9
Derde kwartaal.....	2 10 0	1 2 3	3 12 3
Vierde kwartaal.....	2 15 0	1 4 9	3 19 9
Tweede jaar—			
Eerste kwartaal.....	3 0 0	1 7 6	4 7 6
Tweede kwartaal.....	3 5 0	1 10 6	4 15 6
Derde kwartaal.....	3 10 0	1 13 3	5 3 3
Vierde kwartaal.....	3 15 0	1 16 9	5 11 9
Derde jaar—			
Eerste kwartaal.....	4 5 0	2 4 0	6 9 0
Tweede kwartaal.....	4 10 0	2 4 0	6 14 0
Derde kwartaal.....	4 15 0	2 8 0	7 3 0
Vierde kwartaal.....	5 0 0	2 8 0	7 8 0
Vierde jaar—			
Eerste kwartaal.....	5 10 0	2 12 0	8 2 0
Tweede kwartaal.....	5 15 0	2 16 6	8 11 6
Derde kwartaal.....	6 0 0	2 16 6	8 16 6
Vierde kwartaal.....	6 5 0	3 1 0	9 6 0
Vyfde jaar—			
Eerste kwartaal.....	6 15 0	3 8 0	10 3 0
Tweede kwartaal.....	7 5 0	3 8 0	10 13 0
Derde kwartaal.....	7 15 0	3 8 0	11 3 0
Vierde kwartaal.....	8 5 0	3 8 0	11 13 0
En daarna.....	8 10 0	3 8 0	11 18 0

(c) Vroulike afmerker.

(i) Groep A-werknemers—

	Basiese loon.	Gewone L.K.T.	Bykomende L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Gekwalifiseerde werknemer.....	5 0 0	2 8 0	1 17 0	9 5 0
Leerlinge:—				
Eerste jaar—				
Eerste kwartaal.....	1 10 0	0 13 9	0 11 9	2 15 6
Tweede kwartaal.....	1 15 0	0 16 9	0 13 0	3 4 9
Derde kwartaal.....	2 0 0	0 18 3	0 15 9	3 14 0
Vierde kwartaal.....	2 5 0	1 0 9	0 17 6	4 3 3
Tweede jaar—				
Eerste kwartaal.....	2 10 0	1 2 3	1 0 3	4 12 6
Tweede kwartaal.....	2 15 0	1 4 9	1 2 0	5 1 9
Derde kwartaal.....	3 0 0	1 7 6	1 3 6	5 11 0
Vierde kwartaal.....	3 5 0	1 10 6	1 4 9	6 0 3
Derde jaar—				
Eerste kwartaal.....	3 10 0	1 13 3	1 6 3	6 9 6
Tweede kwartaal.....	3 15 0	1 16 9	1 7 0	6 18 9
Derde kwartaal.....	4 0 0	2 0 0	1 8 0	7 8 0
Vierde kwartaal.....	4 10 0	2 4 0	1 12 6	8 6 6
En daarna.....	5 0 0	2 8 0	1 17 0	9 5 0

(ii) Groep B-werknemers—

	Basiese loon.	Gewone L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
Gekwalifiseerde werknemer.....	5 0 0	2 8 0	7 8 0
Leerlinge:—			
Eerste jaar—			
Eerste kwartaal.....	1 10 0	0 13 9	2 3 9
Tweede kwartaal.....	1 15 0	0 16 9	2 11 9
Derde kwartaal.....	2 0 0	0 18 3	2 18 3
Vierde kwartaal.....	2 5 0	1 0 9	3 5 9
Tweede jaar—			
Eerste kwartaal.....	2 10 0	1 2 3	3 12 3
Tweede kwartaal.....	2 15 0	1 4 9	3 19 9
Derde kwartaal.....	3 0 0	1 7 6	4 7 6
Vierde kwartaal.....	3 5 0	1 10 6	4 15 6
Derde jaar—			
Eerste kwartaal.....	3 10 0	1 13 3	5 3 3
Tweede kwartaal.....	3 15 0	1 16 9	5 11 9
Derde kwartaal.....	4 0 0	2 0 0	6 0 0
Vierde kwartaal.....	4 10 0	2 4 0	6 14 0
En daarna.....	5 0 0	2 8 0	7 8 0

(d) (1) Manlike masjienbediener wat moue insit, wat getailleerde mans- en vrouebaadjies of oorjasse stuk; manlike ryger; manlike fatsoeneerder; manlike passer:—

(i) Groep A-werknemers—

	Basiese Loon.	Gewone L.K.T.	By- komende L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Gekwalifiseerde werknemers.....	8 10 0	3 8 0	3 16 6	15 14 6
Leerling:—				
Eerste jaar—				
Eerste kwartaal.....	2 0 0	0 18 3	0 15 9	3 14 0
Tweede kwartaal.....	2 5 0	1 0 9	0 17 6	4 3 3
Derde kwartaal.....	2 10 0	1 2 3	1 0 3	4 12 6
Vierde kwartaal.....	2 15 0	1 4 9	1 2 3	5 1 9
Tweede jaar—				
Eerste kwartaal.....	3 0 0	1 7 6	1 3 6	5 11 0
Tweede kwartaal.....	3 5 0	1 10 6	1 4 9	6 0 3
Derde kwartaal.....	3 10 0	1 13 3	1 6 3	6 9 6
Vierde kwartaal.....	3 15 0	1 16 9	1 7 0	6 18 9
Derde jaar—				
Eerste kwartaal.....	4 5 0	2 4 0	1 8 3	7 17 3
Tweede kwartaal.....	4 10 0	2 4 0	1 12 6	8 6 6
Derde kwartaal.....	4 15 0	2 8 0	1 12 9	8 15 9
Vierde kwartaal.....	5 0 0	2 8 0	1 17 0	9 5 0

	Basiese loon.	Gewone L.K.T.	Bykomende L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Vierde jaar—				
Eerste kwartaal.....	5 10 0	2 12 0	2 1 6	10 3 6
Tweede kwartaal.....	5 15 0	2 16 6	2 1 3	10 12 9
Derde kwartaal.....	6 0 0	2 16 6	2 5 6	11 2 0
Vierde kwartaal.....	6 5 0	3 1 0	2 5 3	11 11 3
Vyfde jaar—				
Eerste kwartaal.....	6 15 0	3 8 0	2 6 9	12 9 9
Tweede kwartaal.....	7 5 0	3 8 0	2 15 3	13 8 3
Derde kwartaal.....	7 15 0	3 8 0	3 3 9	14 6 9
Vierde kwartaal.....	8 5 0	3 8 0	3 12 3	15 5 3
En daarna.....	8 10 0	3 8 0	3 16 6	15 14 6

	Basiese loon.	Gewone L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
(ii) Groep B-werknemers—			
Gekwalifiseerde werknemers.....	5 19 3	2 16 6	8 15 9
Leerlinge—			
Eerste jaar—			
Eerste ses maande.....	2 0 0	0 18 3	2 18 3
Tweede ses maande.....	2 2 6	1 0 9	3 3 3
Tweede jaar—			
Eerste ses maande.....	2 5 0	1 0 9	3 5 9
Tweede ses maande.....	2 10 0	1 2 3	3 12 3
Derde jaar—			
Eerste kwartaal.....	2 15 0	1 4 9	3 19 9
Tweede kwartaal.....	3 0 0	1 7 6	4 7 6
Derde kwartaal.....	3 5 0	1 10 6	4 15 6
Vierde kwartaal.....	3 10 0	1 13 3	5 3 3
Vierde jaar—			
Eerste kwartaal.....	3 15 0	1 16 9	5 11 9
Tweede kwartaal.....	4 0 0	2 0 0	6 0 0
Derde kwartaal.....	4 5 0	2 4 0	6 9 0
Vierde kwartaal.....	4 10 0	2 4 0	6 14 0
Vyfde jaar—			
Eerste kwartaal.....	4 15 0	2 8 0	7 3 0
Tweede kwartaal.....	5 0 0	2 8 0	7 8 0
Derde kwartaal.....	5 10 0	2 12 0	8 2 0
Vierde kwartaal.....	5 15 0	2 16 6	8 11 6
En daarna.....	5 19 3	2 16 6	8 15 9

(d) (2) Manlike masjienbediener uitgesonderd masjienbediener genoem in paragraaf (d) (1) van hierdie subklousule—

	Basiese loon.	Gewone L.K.T.	Bykomende L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
(i) Groep A-werknemers—				
Gekwalifiseerde werknemer.....	4 15 0	2 8 0	1 12 9	8 15 9
Leerlinge—				
Eerste jaar—				
Eerste ses maande.....	2 0 0	0 18 3	0 15 9	3 14 0
Tweede ses maande.....	2 2 6	1 0 9	0 15 5	3 18 8
Tweede jaar—				
Eerste ses maande.....	2 5 0	1 0 9	0 17 6	4 3 3
Tweede ses maande.....	2 10 0	1 2 3	1 0 3	4 12 6
Derde jaar—				
Eerste kwartaal.....	2 15 0	1 4 9	1 2 0	5 1 9
Tweede kwartaal.....	3 0 0	1 7 6	1 3 6	5 11 0
Derde kwartaal.....	3 5 0	1 10 6	1 4 9	6 0 3
Vierde kwartaal.....	3 10 0	1 13 3	1 6 3	6 9 6
Vierde jaar—				
Eerste kwartaal.....	3 15 0	1 16 9	1 7 0	6 18 9
Tweede kwartaal.....	4 0 0	2 0 0	1 8 0	7 8 0
Derde kwartaal.....	4 5 0	2 4 0	1 8 3	7 17 3
Vierde kwartaal.....	4 10 0	2 4 0	1 12 6	8 6 6
En daarna.....	4 15 0	2 8 0	1 12 9	8 15 9

	Basiese loon.	Gewone L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
(ii) Groep B-werknemers—			
Gekwalifiseerde werknemer.....	4 16 0	2 8 0	7 4 0
Leerlinge—			
Eerste jaar—			
Eerste ses maande.....	2 0 0	0 18 3	2 18 3
Tweede ses maande.....	2 2 6	1 0 9	3 3 3
Tweede jaar—			
Eerste ses maande.....	2 5 0	1 0 9	3 5 9
Tweede ses maande.....	2 10 0	1 2 3	3 12 3
Derde jaar—			
Eerste kwartaal.....	2 15 0	1 4 9	3 19 9
Tweede kwartaal.....	3 0 0	1 7 6	4 7 6
Derde kwartaal.....	3 5 0	1 10 6	4 15 6
Vierde kwartaal.....	3 10 0	1 13 3	5 3 3

	Basiese Loon.	Gewone L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
Vierde jaar—			
Eerste kwartaal.....	3 15 0	1 16 9	5 11 9
Tweede kwartaal.....	4 0 0	2 0 0	6 0 0
Derde kwartaal.....	4 5 0	2 4 0	6 9 0
Vierde kwartaal.....	4 10 0	2 4 0	6 14 0
En daarna.....	4 16 0	2 8 0	7 4 0

(e) Tussenvoering en versiering, afmerker en/of uitkapper; afwerker; vroulike ryger; vroulike passer; vroulike fatsoeneerder; vroulike masjienbediener; vroulike werknemer wat kledingstukke stryk uitgesonderd hemde, dasse, slaappakke en ander nagklere, hoede, pette, onderklere, gebreide klere, voorskote, oorpakke en bloese sonder kant, borduurwerk, opnaaisels en handgemaakte plooië.

(i) Groep A-werknemers:—

	Basiese Loon.	Gewone L.K.T.	Bykomende L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Gekwalifiseerde werknemer.....	3 12 6	1 16 9	1 4 11	6 14 2
Leerlinge:—				
Eerste jaar—				
Eerste ses maande.....	1 10 0	0 13 9	0 11 9	2 15 6
Tweede ses maande.....	1 15 0	0 16 9	0 13 0	3 4 9
Tweede jaar—				
Eerste kwartaal.....	1 17 6	0 18 3	0 13 8	3 9 5
Tweede kwartaal.....	2 0 0	0 18 3	0 15 9	3 14 0
Derde kwartaal.....	2 5 0	1 0 9	0 17 6	4 3 3
Vierde kwartaal.....	2 7 6	1 2 3	0 18 2	4 7 11
Derde jaar—				
Eerste kwartaal.....	2 10 0	1 2 3	1 0 3	4 12 6
Tweede kwartaal.....	2 15 0	1 4 9	1 2 0	5 1 9
Derde kwartaal.....	3 0 0	1 7 6	1 3 6	5 11 0
Vierde kwartaal.....	3 5 0	1 10 6	1 4 9	6 0 3
En daarna.....	3 12 6	1 16 9	1 4 11	6 14 2

(ii) Groep B-werknemers:—

	Basiese Loon.	Gewone L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
Gekwalifiseerde werknemer.....	3 10 0	1 13 3	5 3 3
Leerlinge:—			
Eerste jaar—			
Eerste ses maande.....	1 10 0	0 13 9	2 3 9
Tweede ses maande.....	1 15 0	0 16 9	2 11 9
Tweede jaar—			
Eerste kwartaal.....	1 17 6	0 18 3	2 15 9
Tweede kwartaal.....	2 0 0	0 18 3	2 18 3
Derde kwartaal.....	2 5 0	1 0 9	3 5 9
Vierde kwartaal.....	2 7 6	1 2 3	3 9 9
Derde jaar—			
Eerste kwartaal.....	2 10 0	1 2 3	3 12 3
Tweede kwartaal.....	2 15 0	1 4 9	3 19 9
Derde kwartaal.....	3 0 0	1 7 6	4 7 6
Vierde kwartaal.....	3 5 0	1 10 6	4 15 6
En daarna.....	3 10 0	1 13 3	5 3 3

(f) Utkapper, met uitsondering van tussenvoering en/of versieringutkapper; 'n manlike handperser van vrouejasse en/of baadjies van kostuums.

(i) Groep A-werknemers:—

	Basiese Loon.	Gewone L.K.T.	Bykomende L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Gekwalifiseerde werknemer.....	4 15 0	2 8 0	1 12 9	8 15 9
Leerlinge:—				
Eerste jaar—				
Eerste kwartaal.....	2 0 0	0 18 3	0 15 9	3 14 0
Tweede kwartaal.....	2 2 6	1 0 9	0 15 5	3 18 8
Derde kwartaal.....	2 5 0	1 0 9	0 17 6	4 3 3
Vierde kwartaal.....	2 10 0	1 2 3	1 0 3	4 12 6
Tweede jaar—				
Eerste kwartaal.....	2 15 0	1 4 9	1 2 0	5 1 9
Tweede kwartaal.....	3 0 0	1 7 6	1 3 6	5 11 0
Derde kwartaal.....	3 5 0	1 10 6	1 4 9	6 0 3
Vierde kwartaal.....	3 10 0	1 13 3	1 6 3	6 9 6
Derde jaar—				
Eerste kwartaal.....	3 15 0	1 16 9	1 7 0	6 18 9
Tweede kwartaal.....	4 0 0	2 0 0	1 8 0	7 8 0
Derde kwartaal.....	4 5 0	2 4 0	1 8 3	7 17 3
Vierde kwartaal.....	4 10 0	2 4 0	1 12 6	8 6 6
En daarna.....	4 15 0	2 8 0	1 12 9	8 15 9

(ii) Groep B-werknemers:—

	Basiese Loon.	Gewone L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
Gekwalifiseerde werknemer.....	4 16 0	2 8 0	7 4 0
Leerlinge:—			
Eerste jaar—			
Eerste kwartaal.....	2 0 0	0 18 3	2 18 3
Tweede kwartaal.....	2 2 6	1 0 9	3 3 3
Derde kwartaal.....	2 5 0	1 0 9	3 5 9
Vierde kwartaal.....	2 10 0	1 2 3	3 12 3
Tweede jaar—			
Eerste kwartaal.....	2 15 0	1 4 9	3 19 9
Tweede kwartaal.....	3 0 0	1 7 6	4 7 6
Derde kwartaal.....	3 5 0	1 10 6	4 15 6
Vierde kwartaal.....	3 10 0	1 13 3	5 3 3
Derde jaar—			
Eerste kwartaal.....	3 15 0	1 16 9	5 11 9
Tweede kwartaal.....	4 0 0	2 0 0	6 0 0
Derde kwartaal.....	4 5 0	2 4 0	6 9 0
Vierde kwartaal.....	4 10 0	2 4 0	6 14 0
En daarna.....	4 16 0	2 8 0	7 4 0

(g) Manlike perser van kledingstukke met uitsondering van 'n manlike handperser van vrouejasse en/or baadjies van kostuums, en met uitsondering van 'n perser van hemde, dassie, slaappakke en ander nagklere, hoede, pette, onderklere, gebreide klere, voorskote, oorpakke, bloese sonder kant, borduurwerk, opnaaisels of handgemaakte plooië.

	Basiese loon.	Gewone L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
Gekwalifiseerde werknemer.....	4 0 0	2 0 0	6 0 0
Leerlinge:—			
Eerste jaar—			
Eerste ses maande.....	1 10 0	0 13 9	2 3 9
Tweede ses maande.....	1 18 4	0 18 3	2 16 7
Tweede jaar—			
Eerste ses maande.....	2 6 8	1 2 3	3 8 11
Tweede ses maande.....	2 15 0	1 4 9	3 19 9
Derde jaar—			
Eerste ses maande.....	3 3 4	1 10 6	4 13 10
Tweede ses maande.....	3 11 8	1 16 9	5 8 5
En daarna.....	4 0 0	2 0 0	6 0 0

(h) Enige ander persers wat nie in hierdie klousule vermeld word nie; onderperser; dryfbandhersteller; onderhoudsassistent; laemaker; gewone naaldwerker.

	Basiese loon.	Gewone L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
Gekwalifiseerde werknemer.....	3 0 0	1 7 6	4 7 6
Leerlinge:—			
Eerste jaar—			
Eerste ses maande.....	1 10 0	0 13 9	2 3 9
Tweede ses maande.....	1 15 0	0 16 9	2 11 9
Tweede jaar—			
Eerste ses maande.....	2 0 0	0 18 3	2 18 3
Tweede ses maande.....	2 5 0	1 0 9	3 5 9
Derde jaar—			
Eerste ses maande.....	2 10 0	1 2 3	3 12 3
Tweede ses maande.....	2 15 0	1 4 9	2 19 9
En daarna.....	3 0 0	1 7 6	4 7 6

(i) Algemene werker.

	Basiese loon.	Gewone L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
Gekwalifiseerde werknemer.....	2 12 3	1 4 9	3 17 0
Leerlinge:—			
Eerste jaar—			
Eerste ses mande.....	1 10 0	0 13 9	2 3 9
Tweede ses maande.....	1 15 0	0 16 9	2 11 9
Tweede jaar—			
Eerste ses maande.....	2 0 0	0 18 3	2 18 3
Tweede ses maande.....	2 5 0	1 0 9	3 5 9
Derde jaar—			
Eerste ses maande.....	2 10 0	1 2 3	3 12 3
En daarna.....	2 12 3	1 4 9	3 17 0

(j) Ander groep A-werknemers.

	Basiese loon.	Gewone L.K.T.	Bykomende L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Voorman.....	8 15 0	3 8 0	3 16 6	15 19 6
Voorvrou.....	5 10 0	2 12 0	2 1 6	10 3 6
Toesighouer.....	4 15 0	2 8 0	1 12 9	8 15 9
Nasiener.....	4 0 0	2 0 0	1 8 0	7 8 0

(k) Ander groep B-werknemers.

	Basiese loon.	Gewone L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
Deeltydse motorvoertuigbestuurder.....	3 0 0	1 7 6	4 7 6

Set Leaders or Team-Leaders.

(1) Any employee when called upon to perform the duties of a set or team-leader shall whilst so employed, be paid in addition to the qualified total wage for an employee of his class, as provided for in this sub-clause an amount equal to 5 per cent of such qualified total wage, as extra cost of living allowance; provided that such additional amount shall not be subject to the provisions of clause 4 (3) (a) of this Agreement.

(2) Any increase in the ordinary cost of living allowance shall in the first instance be set off against the additional cost of living allowance prescribed in sub-clause (1) of this clause until such time as the additional allowance is fully absorbed, and thereafter any further increase shall be added to the ordinary cost of living allowance. Any reduction in the ordinary cost of living allowance shall in the first instance be set off against the ordinary cost of living allowance prescribed in the said sub-clause until such cost of living allowance is fully absorbed. Thereafter the additional cost of living allowance prescribed in the said sub-clause shall be reduced by 5 per cent for every 5 points fall in the retail price index number reckoned from the date of the total abolition of the ordinary cost of living allowance, such reductions as may be necessary to be made on the pay day in the second week following the week in which the Press Release reflecting the fall in the retail price index is published.

3. (a) Save as provided in sub-clause (2), (3) (b), (c) and (d) and (4) of this clause, nothing in this Agreement shall operate to reduce the total wage of an employee in the Industry, and such employee shall continue to be paid and be entitled to receive his total wage as if such total wage were the minimum total wage in respect of that employee.

(b) Notwithstanding the provisions of clause 4 (3) (a) a "category A employee" may be permitted to become a "category B employee" with the prior approval of the Council; provided that he may be permitted to become a "category A employee" at any time with the consent of his employer, by notifying the Council.

(c) Notwithstanding the provisions of clause 4 (3) (a) an employer may be permitted, upon the written request of his employee and with the prior approval of the Council, to pay his employee a total wage which is not less than the minimum prescribed total wage for an employee of his class; provided that on leaving his employer's service the employee may revert to his actual total wage by notifying the Council.

(d) Notwithstanding the provisions of clause 4 (3) (a) and (c) an employer may employ an employee who has been unemployed for a period of not less than 13 weeks at a wage agreed upon between such employer and employee; provided that—

- (i) the agreed wage shall be not less than the prescribed wage for an employee of his class;
- (ii) application to the Council for the approval of the agreed wage be made during the first five working days of such employee's service; and provided further that
- (iii) the agreed wage shall be the wage due to such employee until the employer has been notified by the Council that the application has been granted or refused.

(4) Notwithstanding anything to the contrary contained in this Agreement an employee who is transferred to an occupation in the Industry in which he has not previously been engaged, shall, until the end of the quarter in which he was transferred, continue to be paid and be entitled to receive not less than the total remuneration he was being paid immediately prior to the transfer. On each pay day in the next quarter he shall receive a total remuneration of not less than the sum next higher than the total remuneration he was receiving appearing in the third column in the case of a category B employee, or the fourth column in the case of a category A employee of the tables in sub-clause (1) relating to his new occupation; on the first pay day of that quarter such employee shall solely for the purpose of calculating his remuneration, be deemed to be a learner starting with only that period of experience which would enable him to earn the same total remuneration. Should such an employee revert to his previous occupation his total actual experience shall again be regarded as his experience, and his total remuneration shall not be less than that which he received in that occupation, less any reductions in cost of living allowance that may have occurred in terms of sub-clause (2) of this clause.

(5) Notwithstanding anything to the contrary contained in this Agreement the increase to which a learner may become entitled in terms of sub-clause (1) of this clause shall be paid on the first pay day of each quarter, on the basis of the learner's experience on the last working day of the previous quarter.

(6) Notwithstanding anything to the contrary contained in this Agreement the commencing wage of an employee who has had only bespoke dressmaking experience and/or experience in the Clothing Industry or bespoke tailoring industry only outside the Union of South Africa, shall be determined, after a trial period not exceeding two weeks, by the employer and employee concerned in conjunction with the Council. That employee shall then

Groepleiers of Spanleiers.

(1) Wanneer van 'n werknemer vereis word om die pligte van 'n groep- of spanleier te verrig, moet daar aan hom, solank hy aldus werksaam is, benewens die gekwalifiseerde totale loon vir 'n werknemer van sy klas, soos in hierdie subklousule bepaal, 'n bedrag gelyk aan 5 persent van sodanige gekwalifiseerde totale loon betaal word as ekstra lewenskostetoelae; met dien verstande dat sodanige bykomende bedrag nie aan die bepalings van klousule 4 (3) (a) van hierdie Ooreenkoms onderworpe is nie.

(2) Enige styging in die gewone lewenskostetoelae moet in die eerste plek afgetrek word van die bykomende lewenskostetoelae wat in subklousule (1) van hierdie klousule voorgeskryf is, tot tyd en wyl die bykomende toelae ten volle opgeneem is, en daarna moet enige verdere styging by die gewone lewenskostetoelae gevoeg word. Enige vermindering in die gewone lewenskostetoelae moet in die eerste plek afgetrek word van die gewone lewenskostetoelae wat in genoemde subklousule voorgeskryf is, tot tyd en wyl sodanige lewenskostetoelae ten volle opgeneem is. Daarna moet die bykomende lewenskostetoelae wat in genoemde subklousule voorgeskryf is, verminder word met 5 persent vir elke daling van 5 punte in die kleinhandelprysindeksyfer, bereken van die datum van die gewone lewenskostetoelae se totale afskaffing en sodanige vermindering as wat nodig mag wees, moet gedoen word op die betaaldag in die tweede week na die week waarin die persverklaring, wat die daling in die kleinhandelprysindeks weerspieël, gepubliseer word.

(3) (a) Behoudens soos bepaal in subklousule (2), (3) (b), (c) en (d) en (4) van hierdie klousule, mag niks in hierdie Ooreenkoms die uitwerking hê dat dit die totale loon van 'n werknemer in die nywerheid verminder nie, en sodanige werknemer moet voortgaan om sy totale loon te ontvang en geregtig wees om dit te ontvang, asof sodanige totale loon die minimum totale loon ten opsigte van daardie werknemer is.

(b) Ondanks die bepalings vervat in klousule 4 (3) (a), kan 'n Groep A-werknemer toegelaat word om 'n Groep B-werknemer te word met die voorafgaande goedkeuring van die Raad; met dien verstande dat hy toegelaat kan word om ten enige tyd met die toestemming van sy werkgever 'n Groep A-werknemer kan word deur die Raad daarvan in kennis te stel.

(c) Ondanks die bepalings van klousule 4 (3) (a) mag 'n werkgever toegelaat word om, op die skriftelike versoek van sy werknemer en met die voorafgaande toestemming van die Raad, aan sy werknemer 'n totale loon te betaal wat nie minder is nie as die minimum voorgeskrewe totale loon vir 'n werknemer van sy klas; met dien verstande dat die werknemer, wanneer hy sy werkgever se diens verlaat, na sy werklike totale loon kan terugkeer deur die Raad in kennis te stel.

(d) Ondanks die bepalings van klousule 4 (3) (a) en (c), mag 'n werkgever 'n werknemer wat vir 'n tydperk van minstens 13 weke sonder werk is, in diens te neem teen 'n loon ooreengekom tussen sodanige werkgever en werknemer, mits—

- (i) die loon soos ooreengekom nie minder is as die loon wat vir 'n werknemer van sy klas voorgeskryf is nie;
- (ii) aansoek by die Raad om goedkeuring van die ooreengekome loon gedurende die eerste vyf werkdade van sodanige werknemer se diens gedoen word; en met dien verstande verder dat,
- (iii) die loon soos ooreengekom die loon as wat aan sodanige werknemer verskuldig is totdat die werkgever deur die Raad in kennis gestel is dat die aansoek toegestaan of geweier is.

(4) Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet 'n werknemer, wat na 'n bedryf in die nywerheid, waarin hy nie voorheen in diens was nie, oorgeplaas word, tot aan die einde van die kwartaal waarin hy oorgeplaas is, minstens die totale besoldiging betaal word—en moet hy daarop geregtig wees—wat hy onmiddellik voor die oorpasing betaal is. Op elke betaaldag in die daaropvolgende kwartaal moet hy 'n totale besoldiging ontvang van minstens die bedrag wat net hoër is as die totale besoldiging wat hy ontvang het wat in die derde kolom in die geval van 'n groep B-werknemer of in die vierde kolom in die geval van 'n groep A-werknemer van die tabelle in subklousule (1) met betrekking tot sy nuwe bedryf voorkom; op die eerste betaaldag van daardie kwartaal moet sodanige werknemer bloot met die doel om sy besoldiging te bereken, beskou word as 'n leerling wat begin werk met slegs dié tydperk van ondervinding wat hom in staat stel om dieselfde totale besoldiging te verdien. Indien sodanige werknemer na sy vorige bedryf terugkeer, moet sy totale werklike ondervinding weer as sy ondervinding gereken word, en sy totale besoldiging mag nie minder wees as dié wat hy in daardie bedryf ontvang het nie, min enige aftrekkings in lewenskostetoelae wat ingevolge die bepalings van subklousule (2) van hierdie klousule kon voorgekom het.

(5) Ondanks andersluidende bepalings wat in hierdie Ooreenkoms vervat is, moet die verhoging waarop 'n leerling ingevolge die bepalings van subklousule (1) van hierdie klousule geregtig kan word, op die eerste betaaldag van elke kwartaal betaal word op die basis van die leerling se ondervinding op die laaste werkdag van die voorafgaande kwartaal.

(6) Ondanks andersluidende bepalings wat in hierdie Ooreenkoms vervat is, moet die aanvangsloon van 'n werknemer wat slegs in die kleremakery-op-maat vir dames en/of in die klerasiennywerheid of kleremakery-op-maat vir mans ondervinding slegs buite die Unie van Suid-Afrika opgedoen het, na 'n proeftyd van hoogstens twee weke deur die betrokke werkgever

be deemed to be a learner starting with only that period of experience which could enable him to earn the total remuneration agreed by the employer, employee and the Council.

5. TASK-WORK AND PIECE-WORK.

(1) No employee shall be employed on task-work or piece-work in any establishment; provided that an employer may agree with any one or more of his employees for the payment of bonuses for any work performed by such employee or employees in excess of the normal day's or week's work, the normal day's or week's work subject to clause 9 having been mutually agreed upon between the employer and the employee or employees.

(2) Any employer who wishes to introduce a bonus system in his establishment or to effect alterations in one already operating, shall, prior to the introduction or alteration thereof, furnish the undermentioned information to the Secretary of the Council and obtain the Council's approval of such system or alteration and no bonus system shall be introduced or altered without the Council's prior approval—

- the rate of the bonus and the method of calculating the amount payable as a bonus;
- the period in respect of which the bonus is calculated from time to time;
- the day upon which the amount of the bonus earned by an employee during each such period is payable.

(3) The provisions of sub-clause (2) hereof shall not have the effect of rendering it unlawful for any employer to continue to operate a bonus system of which he has notified the Council under any previous agreement for the industry.

6. SHORT-TIME.

(1) Where short-time has been or is being introduced in any establishment an employee who is not required to work on any day must be given notice of that fact not later than closing time of the working day prior to the day on which his services are not required.

(2) An employee who attends the establishment on any day shall, unless he has received notice in terms of sub-clause (1) of this clause, that his services will not be required on such day, be employed for at least four hours or be paid wages in lieu thereof.

(3) Where full time is not being worked in any establishment, the work shall be distributed evenly amongst the employees in each of the sections or departments concerned.

7. PAYMENTS OF AMOUNTS DUE TO EMPLOYEES.

(1) Subject to the provisions of sub-clause (5) of clause 14 of this Agreement wages and other amounts due to employees shall be paid in cash weekly, during working hours on Friday; provided that where an employee's services terminate on a day other than a Friday any amounts due to him shall be paid immediately upon such termination and provided further that when an employee is working short-time or the ordinary pay day is a holiday, payment in terms of this sub-clause shall be made before the employee finishes work for the week.

(2) No deduction of any description shall be made from amounts due to an employee except as provided below—

- where an employee is absent from work a pro rata amount for the actual time lost may be deducted from his total remuneration;
- subject to the provisions of clause 6 (1) of this Agreement, where short-time has been introduced, the employee may be paid for the actual time worked;
- subject to the provisions of clause 13 of this Agreement, where an employer closes an establishment during the months of December and/or January due to holiday recess, for a period not exceeding four weeks, the employer shall not be obliged to pay wages for the time lost;
- where an employer supplies an employee with tea he may deduct ninepence per week from his wages;
- with the consent of the employee, deductions may be made by an employer for insurance or pension funds, or for contributions to the funds of the trade union or for dental plates and other dental work not otherwise provided for;
- contributions to Council funds shall be deducted in terms of clause 20 of this Agreement;
- contributions to the Medical Aid Society shall be deducted in terms of clause 21 of this Agreement;
- the cost of scissors supplied to employees may be deducted in terms of clause 16 of this Agreement;
- if, owing to the stoppage of machinery, no work is available for an employee, deductions may be made by the employer from the wages of such employee only for the time lost in excess of two hours;
- any amount paid by an employer on behalf of an employee in order to comply with any law or order of Court, may be deducted;

en werknemer in samewerking met die Raad vasgestel word. Daardie werknemer moet dan beskou word as 'n leerling wat begin met slegs daardie tydperk van ondervinding wat hom in staat stel om die totale besoldiging te verdien waaroor die werkgewer, die werknemer en die Raad ooreengekom het.

5. TAAK- EN STUKWERK.

(1) Geen werknemer mag vir taak- of stukwerk in enige inrigting in diens geneem word nie; met dien verstande dat 'n werkgewer met een of meer van sy werknemers ooreen kan kom oor die betaling van bonusse vir werk wat deur sodanige werknemer of werknemers bo die normale dag of week se werk verrig is nadat oor die normale dag of week se werk, onderworpe aan klousule 9, onderling deur die werkgewer en die werknemer of werknemers ooreengekom is.

(2) Elke werkgewer wat 'n bonusstelsel in sy inrigting wil invoer of veranderings in 'n stelsel wat alreeds in werking is, wil aanbring, moet, voor sodanige invoering of verandering daarvan, die volgende inligting aan die Sekretaris van die Raad verstrek en die Raad se toestemming tot so 'n stelsel of verandering verkry en geen bonusstelsel mag ingevoer of verander word nie tensy die Raad se toestemming eers verkry is:—

- Die bonusskaal en die wyse van berekening van die bedrag wat as bonus betaalbaar is;
- die tydperk ten opsigte waarvan sodanige bonus van tyd tot tyd bereken word;
- die dag waarop die bedrag van die bonus wat deur 'n werknemer gedurende elke sodanige tydperk verdien word, betaalbaar is.

(3) Die bepalings van subklousule (2) hiervan mag nie tot gevolg hê dat dit vir enige werkgewer onwettig is om 'n bonusstelsel, waarvan hy die Raad kragtens enige vorige ooreenkoms van die nywerheid verwittig het, in werking te hou nie.

6. KORTTYD.

(1) As korttyd in 'n inrigting ingevoer is of ingevoer word, moet 'n werknemer wat nie verplig word om op enige dag te werk nie, kennis van die feit gegee word voor of op die ophou-tyd op die werkdag voor die dag waarop sy dienste nie nodig is nie.

(2) 'n Werknemer wat op enige dag in die inrigting aanwesig is, moet minstens vier uur lank werk of in plaas daarvan besoldig word, tensy hy kragtens subklousule (1) van hierdie klousule in kennis gestel is dat sy dienste op sodanige dag nie nodig sal wees nie.

(3) Die werk moet gelykop tussen die werknemers in elkeen van die betrokke seksies of afdelings verdeel word, indien daar nie voltyds in 'n inrigting gewerk word nie.

7. BETALING VAN BEDRAE AAN WERKNEMERS VERSKULDIG.

(1) Behoudens die bepalings van subklousule (5) van klousule 14 van hierdie Ooreenkoms moet lone en ander bedrae wat aan werknemers verskuldig is, weekliks gedurende werkure op Vrydag in kontant betaal word; met dien verstande dat as 'n werknemer se dienste op 'n ander dag as 'n Vrydag eindig, enige bedrae wat aan hom verskuldig is onmiddellik by sodanige beëindig betaal moet word; en voorts met dien verstande dat as die werknemer korttyd werk, of die gewone betaaldag 'n vakansiedag is, besoldiging kragtens hierdie subklousule moet geskied voordat die werknemer vir die week ophou werk.

(2) Geen aftrekking van watter aard ook al, mag van bedrae wat aan 'n werknemer verskuldig is, gemaak word nie; met dien verstande dat—

- indien 'n werknemer van die werk afwesig is, 'n pro rata bedrag vir werklik verlore tyd van sy totale besoldiging afgetrek kan word;
- behoudens die bepalings van klousule 6 (1) van hierdie Ooreenkoms, waar korttyd ingevoer is, die werknemer besoldig kan word vir die tyd wat hy werklik gewerk het;
- behoudens die bepalings van klousule 13 van hierdie Ooreenkoms waar 'n werkgewer 'n inrigting gedurende die maand Desember en/of Januarie vir 'n tydperk van hoogstens vier weke weens die vakansiereses sluit, die werkgewer nie verplig moet wees om lone vir verlore tyd te betaal nie;
- as 'n werkgewer die werknemer van tee voorsien, hy nege pennies per week van sy loon kan aftrek;
- met die toestemming van die werknemer aftrekkings deur die werkgewer gemaak kan word vir versekerings- of pensioenfondse of vir bydraes tot die fondse van die vakvereniging of vir kunstate of ander tandheelkundige werk waarvoor andersins geen voorsiening gemaak is nie;
- bydraes tot die fondse van die Raad kragtens klousule 20 van hierdie Ooreenkoms afgetrek moet word;
- bydraes tot die mediese hulpverreiking kragtens die bepalings van klousule 21 van hierdie Ooreenkoms afgetrek moet word;
- die koste van skêre wat aan werknemers verskaf word, ingevolge die bepalings van klousule 16 van hierdie Ooreenkoms afgetrek kan word;
- indien daar weens stilstand van masjinerie geen werk vir 'n werknemer is nie, aftrekkings deur die werkgewer van die loon van sodanige werknemer slegs vir verlore tyd bo twee uur gemaak kan word;
- enige bedrag afgetrek kan word wat 'n werkgewer ten behoeve van 'n werknemer ter nakoming van 'n wet of hofbevel betaal;

(k) with the written consent of an employee deductions may be made from wages, cost of living allowance and/or holiday pay for amounts owing to the employer in respect of money borrowed or goods purchased by the employee from the employer;

(l) contributions to the Slack Pay Fund shall be deducted in terms of clause 22 of this Agreement;

(m) contributions to any Provident Fund which may be established for the Clothing Industry shall be deducted.

(3) All payments to employees shall be made in sealed envelopes which shall be retained by the employee and which shall carry the following information on the cover:—

Name and Factory number of the employee, basic wage, cost of living allowance, number of hours worked, amount earned for time worked, amount of any bonuses earned, amount of holiday pay, if any, details of all deductions made from such amount, the amount contained in the envelope, and the week in respect of which wages are paid.

(4) Particulars of all deductions made shall be entered in the wage register.

8. PROPORTION OR RATIO OF EMPLOYEES.

An employer shall not employ an unqualified employee unless he has in his employ a qualified employee and for each qualified employee not more than two unqualified employees shall be employed; provided that for the purpose of this clause an unqualified employee receiving not less than the total wage of a qualified employee of his class shall be reckoned as a qualified employee.

9. HOURS OF WORK.

(1) No employer shall require or permit an employee—

(a) to work for more than 40 hours, excluding meal times in any one week; or

(b) to work for more than five days in any one week;

(c) to work on Saturdays or Sundays;

(d) to work for more than 8 hours, excluding meal times, on any one day;

(e) to work before 7.30 a.m. or later than 4.45 p.m. or during the rest intervals provided in this section or between 12.30 p.m. and 1.30 p.m. on any day from Monday to Friday inclusive;

(f) to work for longer than five hours without a meal time of at least one hour;

except in accordance with the provisions of clause 10 of this Agreement.

(2) Notwithstanding the provisions of sub-clause (1) of this clause, an employer may require or permit an employee to work overtime, subject to the provisions of clause 10 provided that no employer shall require or permit a female employee to work overtime—

(a) for more than two hours on any working day;

(b) on more than three consecutive days;

(c) for more than ten hours in any calendar week;

(d) on more than sixty days in any year;

(e) after completion of her ordinary working hours, for more than one hour on any day, unless he has—

(i) given notice thereof to such employee before midday; or

(ii) provided such employee with an adequate meal before she has to commence overtime; or

(iii) paid such employee an allowance of one shilling and sixpence in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(3) Rest intervals of not less than ten minutes, during which no work shall be performed, shall be allowed to each employee not later than two hours after the commencement of the morning work period and as nearly as practicable in the middle of the afternoon work period, and such intervals shall be regarded as time worked. Utensils and boiling water for making tea shall be provided by the employer and be made available for the employees at the commencement of each rest interval and also at 12.30 p.m. every day from Monday to Friday inclusive.

(4) In addition to the rest intervals stipulated in sub-clause (3) of this clause, the employees engaged on work on a conveyor belt system shall be given a rest interval of five minutes, which shall be regarded as time worked, after the completion of each hour's work.

10. OVERTIME AND SUNDAY WORK.

(1) Overtime, that is time worked in excess of the hours prescribed in clause 9 (1) (a) and (d) of this Agreement, may not be worked except with the written permission of the Council.

(2) (a) Payment for overtime worked shall be made at the following minimum rate: At the rate of one and one-half times the hourly wage for each hour or part of an hour so worked on weekdays, including Saturdays.

(b) Whenever an employee works on a Sunday, his employer shall either—

(i) pay the employee not less than double the remuneration payable in respect of the period ordinarily worked by him on a week day; or

(k) met die skriftelike toestemming van 'n werknemer, aftrekkings gemaak kan word van lone, lewenskostoelae en/of verlofbesoldiging vir bedrae wat aan die werkgever verskuldig is ten opsigte van geld wat deur die werknemer van die werkgever geleen of van goedere wat deur hom van die werkgever gekoop is;

(l) bydraes tot die Slaptydfonds kragtens klousule 22 van hierdie Ooreenkoms afgetrek moet word.

(m) bydraes tot 'n Voorsorgsfonds vir die klerasienerwerheid wat gestig mag word, afgetrek moet word.

(3) Alle betalings aan werknemers moet gedoen word in verseelde koervert wat deur die werknemers bewaar moet word en wat die volgende besonderhede op die omslag moet toon:—

Naam en fabrieksnommer van werknemer, basiese loon, lewenskostoelae, getal ure gewerk, bedrag verdien vir die tyd gewerk, bedrag aan bonusse verdien, bedrag van verlofbesoldiging (as daar is), besonderhede van alle aftrekkings van sodanige bedrag, die bedrag wat in die koervert is en die week ten opsigte waarvan lone betaal word.

(4) Besonderhede van alle aftrekkings wat gemaak word, moet in die loonregister verskyn.

8. GETALLEVERHOUDING VAN WERKNEMERS.

'n Werkgever mag nie 'n ongekwalifiseerde werknemer in diens neem nie tensy hy 'n gekwalifiseerde werknemer in sy diens het, en vir elke gekwalifiseerde werknemer mag hy nie meer as twee ongekwalifiseerde werknemers in diens hê nie; met dien verstande dat vir die doel van hierdie klousule 'n ongekwalifiseerde werknemer wat minstens die totale loon van 'n gekwalifiseerde werknemer van sy klas ontvang, as 'n gekwalifiseerde werknemer beskou moet word.

9. WERKURE.

(1) Geen werkgever mag sy werknemer verplig of toelaat om—

(a) meer as 40 uur, uitgesonderd etensure, in enige enkele week te werk nie; of

(b) meer as vyf dae in enige enkele week te werk nie;

(c) op Saterdag of Sondag te werk nie;

(d) meer as agt uur, uitgesonderd etensure, op enige enkele dag te werk nie;

(e) voor 7.30 v.m. of later as 4.45 n.m. of gedurende die rustye in hierdie klousule bepaal, of tussen 12.30 n.m. en 1.30 n.m. op enige dag van Maandag tot en met Vrydag te werk nie;

(f) sonder 'n etenstyd van minstens een uur vir langer as vyf uur te werk nie;

behalwe ingevolge die bepalings van klousule 10 van hierdie Ooreenkoms.

(2) Ondanks die bepalings van subklousule (1) van hierdie klousule kan 'n werkgever sy werknemer erpelig of toelaat om oortyd te werk, behoudens die bepalings van artikel 10; met dien verstande dat geen werkgever 'n vroulike werknemer mag verplig of toelaat om oortyd soos volg te werk nie:—

(a) Meer as twee uur op enige werkdag;

(b) op meer as drie agtereenvolgende dae.

(c) meer as tien uur in enige kalenderweek;

(d) op meer as sestig dae in enige jaar;

(e) na voltooiing van haar gewone werksure, meer as een uur op enige dag, tensy hy—

(i) sodanige werknemer voor middag daarvan in kennis gestel het; of

(ii) sodanige werknemer van 'n toereikende ete voorsien het voordat sy met oortydwerk moet begin; of

(iii) sodanige werknemer betyds 'n toelae van een sjieling en ses pennies betaal het om die werknemer in staat te stel om 'n ete te verkry voordat die oortydwerk gaan begin.

(3) Rustye van minstens tien minute waarin geen werk verrig mag word nie, moet aan elke werknemer toegestaan word nie later as twee uur na die aanvang van die oggendwerkdagperk nie, en so na as doenlik aan die middel van die namiddagwerkdagperk en sodanige rustye moet as tyd gewerk beskou word. Die nodige gerei en kookwater om tee te maak, moet deur die werkgever verskaf en tot beskikking van die werknemers aan die begin van elke rustyd gestel word, asook om 12.30 n.m. op elke dag van Maandag tot en met Vrydag.

(4) Bo en behalwe die rustye wat in subklousule (3) van hierdie klousule vasgestel is, moet 'n rustyd van vyf minute, wat as werkdag beskou moet word, na voltooiing van elke uur se werk aan werknemers toegestaan word wat by 'n bandvervoertoesel in diens is.

10. OORTYD EN SONDAGWERK.

(1) Oortyd, dit wil sê tyd gewerk benewens die ure wat in klousule 9 (i), (a) en (d) van hierdie Ooreenkoms voorgeskryf is, mag nie sonder die skriftelike toestemming van die Raad gewerk word nie.

(2) (a) Besoldiging vir oortydwerk moet teen die volgende minimum skaal geskied: Teen een-en-n-half maal die uurloon vir elke uur of gedeelte van 'n uur aldus op weekdae gewerk, met inbegrip van Saterdag.

(b) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever of—

(i) die werknemer minstens dubbel die besoldiging betaal wat betaalbaar is ten opsigte van die tydperk gewoonlik deur hom op 'n werkdag; of

- (ii) pay the employee remuneration at the rate of one and one-third times his ordinary remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday on full pay.

(3) No employee shall be required to work overtime without his consent.

(4) No employee shall be dismissed or prejudiced in his employment by reason of his refusal to work overtime.

(5) No female employee may work overtime between the hours of 6 p.m. to 6 a.m.

(6) Notwithstanding the provisions of this clause, an employer may, in order to make up time lost through not working on a public holiday (other than those referred to in clause 13 of this Agreement), permit his employees to work overtime on any day except on a Sunday, prior or subsequent to such public holiday at ordinary rates of pay provided that permission has previously been obtained from the Council.

11. OUTWORK.

No employer in the industry shall give out work to be manufactured except in a factory registered in terms of clause 12 of this Agreement, nor shall he require or permit any employee to perform any work in the Clothing Industry other than in an establishment provided, equipped, maintained and controlled by the employer.

12. REGISTRATION OF FACTORY.

Every occupier of a factory in which any operations in the Clothing Industry are carried on shall, within one month from the date on which this Agreement comes into operation, if he has not already done so pursuant to any previous agreement, and every person who becomes an employer after that date, shall within one month from the date of commencement of operations by him, notify the Secretary of the Council in writing of the address of the premises in which such factory is located, the name(s) of the occupier and/or partners of the concern, or, if a limited liability company, the names of the secretary and directors. The Secretary of the Council shall thereupon issue to the occupier a registration certificate signed by him. No manufacture of clothing shall be performed elsewhere than in a factory registered in terms of this section. In the event of a change in the personnel of the partnership or firm or the change of address of the factory or its transfer or abandonment, the Secretary of the Council shall be notified in writing of such change or changes within two weeks from the date of the change.

13. HOLIDAY LEAVE.

(1) Every employer shall subject to the provisions of sub-clause (2) of this clause in the month of December of each year, and not later than the 24th of the month, grant to each of his employees who has been in his employ from any date prior to the first day of February of the same year, and whose services have not been terminated before the 1st December, three weeks' holiday leave on full pay; provided that an employee who, during any year, has been absent from work for a continuous period of twelve weeks or more shall be paid holiday pay in terms of sub-clause (2) of this clause. The holiday pay due in terms of this sub-clause shall be paid by the employer not later than the last working day of the employee before commencement of the period of holiday leave.

(2) An employee—

- (a) who commenced work with an employer on or after the 1st February in any year; or
(b) who commenced work with an employer before the 1st February in any year and whose employment has terminated before the 1st December of that year;

shall if his contract of employment with the same employer has endured for a period of not less than four weeks in that year, be paid in lieu of holiday leave for that period of employment, an amount equal to six per cent of the aggregate of the amounts received by him in respect of such employment excluding any amounts received by him as a bonus in terms of clause 5 or as overtime in terms of clause 10 of this Agreement. The holiday pay due in terms of this sub-clause shall be paid by the employer not later than the last working day of that year or, if the employee's employment terminates before that day, on the day he leaves the employer's service.

(3) In computing the amount upon which the six per cent holiday pay is to be calculated in terms of sub-clause (2) of this clause, periods of absence of less than one week shall be considered as time worked where such absence is caused by—

(a) short-time; or

(b) illness in respect of which a doctor's certificate is produced; and such amounts as would have been payable to an employee had he not been absent during such period shall be deemed to be amounts actually received by him for the purpose of calculating his holiday pay.

(4) Every employer shall grant to each of his employees New Year's Day, Good Friday, Easter Monday, May Day (1st May), the Day of the Covenant, and Christmas Day, as paid holidays, and no employer shall employ an employee and no employee shall work on these six days.

- (ii) die werknemer besoldiging betaal teen 'n skaal van een-een-derde maal sy gewone besoldiging ten opsigte van die totale tydperk op so 'n Sondag gewerk, en binne sewe dae van sodanige Sondag één dag vakansie met volle besoldiging aan hom toestaan.

(3) Geen werknemer mag verplig word om sonder sy toestemming oortyd te werk nie.

(4) Geen werknemer mag ontslaan of in sy werk benadeel word omdat hy geweier het om oortyd te werk nie.

(5) Geen vroulike werknemer mag oortyd tussen 6 nm. en 6 vm. werk nie.

(6) Ondanks die bepalings van hierdie klousule, kan 'n werkgewer, ten einde tyd in te haal wat verloor is omdat daar nie op 'n openbare vakansiedag (uitgesonderd dié genoem in klousule 13 van hierdie Ooreenkoms) gewerk is nie, sy werknemers toelaat om op enige dag, uitgesonderd 'n Sondag, voor af na die openbare vakansiedag oortyd teen gewone loonskale te werk; met dien verstande dat die goedkeuring van die Raad vooraf verkry word.

11. BUITEWERK.

Geen werkgewer in die nywerheid mag werk vir vervaardiging uitgee nie, uitgesonderd in 'n fabriek wat geregistreer is kragtens klousule 12 van hierdie Ooreenkoms; ook mag hy nie 'n werknemer verplig of hom toelaat om enige werk in die klerasiennywerheid te verrig nie, behalwe in 'n inrigting wat deur die werkgewer verskaf, toegerus, onderhou en beheer word.

12. REGISTRASIE VAN FABRIEK.

Elke houer van 'n fabriek waarin enige werksaamhede in verband met die klerasiennywerheid uitgevoer word, moet binne een maand van die datum af waarop hierdie Ooreenkoms in werking tree, as hy dit nie reeds ingevolge 'n vorige Ooreenkoms gedoen het nie, en elke persoon wat 'n werkgewer na dié datum word, moet binne een maand van die datum af waarop sy werksaamhede 'n aanvang neem, die Sekretaris van die Raad skriftelik in kennis stel van die adres van die persele waar sodanige fabriek geleë is, die naam of name van die houer en/of vennote van die besigheid, of, indien dit 'n maatskappy met beperkte aanspreeklikheid is, die name van die sekretaris en direkteure. Daarna moet die Sekretaris van die Raad 'n registrasiesertifikaat, deur hom onderteken, aan die houer uitreik. Geen vervaardiging van klerasie mag elders geskied as in 'n fabriek wat ingevolge hierdie artikel geregistreer is nie. In die geval van 'n verandering in die personeel van die vennootskap of firma, of verandering van adres van die fabriek of die oordrag of opgee daarvan, moet die Sekretaris van die Raad binne twee weke van die datum van die verandering of verandering in kennis gestel word.

13. VAKANSIEVERLOF.

(1) Behoudens die bepalings van subklousule (2) van hierdie klousule, moet elke werkgewer elke jaar gedurende die maand Desember en voor of op die 24ste van die maand, aan elkeen van sy werknemers wat van enige datum voor die eerste dag van Februarie van dieselfde jaar in sy diens was en wie se dienste nie voor 1 Desember beëindig is nie, drie weke vakansieverlof met volle besoldiging toestaan; met dien verstande dat verlofbesoldiging kragtens subklousule (2) van hierdie klousule aan 'n werknemer betaal moet word wat gedurende enige jaar vir 'n aaneenlopende tydperk van twaalf weke of langer van sy werk afwesig was. Die vakansiebesoldiging wat ingevolge hierdie subklousule verskuldig is, moet deur die werkgewer voor of op die werknemer se laaste werkdag voor die aanvang van die tydperk van verlof betaal word.

(2) 'n Werknemer—

- (a) wat op of na 1 Februarie in enige jaar by 'n werkgewer begin werk het; of
(b) wat voor 1 Februarie in enige jaar by 'n werkgewer begin werk het en wie se diens voor 1 Desember van dieselfde jaar geëindig het;

moet, indien sy dienskontrak met dieselfde werkgewer vir 'n tydperk van minstens vier weke in dié jaar geduur het 'n bedrag in plaas van verlof vir daardie jaar betaal word gelyk aan ses persent van die som van die bedrae wat hy ontvang het ten opsigte van sodanige diens, met uitsondering van enige bedrae wat hy ontvang het as bonus ingevolge klousule 5, of as oortyd ingevolge klousule 10 van hierdie Ooreenkoms. Die verlofbesoldiging wat ingevolge hierdie klousule verskuldig is, moet voor of op die laaste werkdag van daardie jaar deur die werkgewer betaal word of, indien die werknemer se diens voor daardie dag eindig, op dié dag waarop hy die werkgewer se diens verlaat.

(3) By die berekening van die bedrag waarvolgens die verlofbesoldiging van ses persent ingevolge subklousule (2) van hierdie klousule bereken moet word, moet tydperke van afwesigheid van minder as een week beskou word as tyd gewerk, ingeval die afwesigheid veroorsaak is deur—

(a) korttyd; of

(b) siekte ten opsigte waarvan 'n doktersertifikaat verskaf word;

en sodanige bedrae as wat aan 'n werknemer betaalbaar sou gewees het as hy nie gedurende daardie tydperk afwesig was nie, moet, ten einde sy verlofbesoldiging te bereken, beskou word as bedrae wat werklik deur hom ontvang is.

(4) Elke werkgewer moet Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Meidag (1 Mei), Geloftedag (16 Desember) en Kersdag as vakansiedae met besoldiging aan elkeen van sy werknemers toestaan en op hierdie ses dae mag geen werkgewer 'n werknemer laat werk en op hierdie ses dae mag geen werknemer werk nie.

(5) In the event of an employer closing his factory, in terms of sub-clause (1) of this clause, for a period which includes the Day of the Covenant, Christmas Day, or New Year's Day, such employer shall pay a full day's pay in respect of each such day to each of his employees in his employ on the date he so closes his factory and in addition to each employee whose contract of service is terminated on or after the first day of December, but before the date he closes his factory; provided that the employee concerned has been in the continuous employment of his employer for a period of not less than six months immediately prior to the first day of December; and provided further that the contract is not terminated by the employee concerned or that he is not summarily dismissed for any good cause recognised by law as sufficient.

Provided that the provisions of this sub-clause shall not apply to cases where the reason for the employer closing his factory is his intention forthwith to discontinue business in the industry.

(6) In the event of May Day (1st May) falling on a Saturday or Sunday the employer shall grant to each of his employees the following Monday as a paid holiday.

(7) For the purpose of this clause "day's pay" means the "hourly wage" multiplied by eight.

(8) In the event of New Year's Day, the Day of the Covenant and Christmas Day falling on a Saturday or Sunday the employer shall pay to each of his employees an extra day's pay on the first pay day after such day of when payment for these days is payable in terms of this clause, except as is provided for in sub-clause (5) of this clause.

(9) Notwithstanding the provisions of sub-clause (2) of clause 7 an employer may close his establishment on any statutory public holiday not mentioned in sub-clause (4) of this clause and in that event shall not be obliged to pay wages in respect of any such day; provided that he has notified his employees of his intention to close the establishment on such day, by a notice which shall be posted in a prominent place in his establishment at least 24 hours before the usual starting time.

14. TERMINATION OF EMPLOYMENT.

(1) Subject to the provisions of sub-clauses (1) (d), (c) and (f) of this clause, written notice of not less than five working days which for the purpose of this clause shall include paid holidays, to take effect from the working day following that on which it is given, shall be given by an employer or an employee to terminate a contract of service; provided this shall not affect—

- (a) the right of an employer or employee to terminate the contract of service without notice for any good cause recognised by law as sufficient;
- (b) any agreement between the employer and employee providing for a longer period of notice than one week;

and provided further that—

- (c) an employer may pay an employee wages for and in lieu of the period of notice prescribed in this clause or agreed upon in terms of sub-clause (1) (b) of this clause;
- (d) an employee who is working short-time may terminate his employment without giving notice;
- (e) the first five working days of the period of employment of an employee by an employer shall (unless otherwise stated in a written agreement) be deemed to be a trial period and such employment may be terminated either by the employer or the employee at any time within such trial period without notice;
- (f) monthly paid employees shall give or be given not less than one calendar month's notice, in writing, to take effect from the first day of the month following that in which notice is given.

2. An employee put off during the currency of any period of notice given in terms of sub-clause (1) of this clause shall receive full pay for such week.

(3) No employer shall terminate the services of any employee by reason of such employee's—

- (a) approaching confinement, provided the employee returns not later than two months after the date of confinement;
- (b) absence from work through illness, provided that—
 - (i) the employer is notified within three working days of the commencement of such illness;
 - (ii) a medical certificate for the period of absence is provided on the employee's return to work;
 - (iii) the period of absence from work does not exceed 30 days;
- (c) absence on leave, the written permission of the employer having been obtained.

(4) Subject to the provisions of sub-clause (3) of this clause the employment of an employee who absents himself from work for a period of five consecutive working days without notifying his employer in writing, may be terminated by the employer without notice as required in sub-clause (1).

(5) Indien 'n werkgewer sy fabriek kragtens subklousule (1) van hierdie klousule sluit vir 'n tydperk wat Geloftedag, Kersdag of Nuwejaarsdag insluit, moet sodanige werkgewer ten opsigte van elke sodanige dag 'n volle dag se loon aan elkeen van sy werknemers in sy diens betaal op die datum waarop hy sy fabriek aldus sluit en ook aan elke werknemer wie se dienskontrak op of na die eerste dag van Desember beëindig word, maar voor die datum waarop hy sy fabriek sluit; met dien verstande dat die betrokke werknemer onmiddellik voor die eerste dag van Desember vir 'n tydperk van minstens ses maande ononderbroke in sy werkgewer se diens was; voorts met dien verstande dat die kontrak nie deur die betrokke werknemer beëindig word of dat hy nie om enige goeie rede wat by wet as voldoende erken word, op staande voet ontslaan word nie.

Met dien verstande dat die bepalings van hierdie subklousule nie van toepassing is in gevalle waarin die werkgewer sy fabriek sluit met die doel om onmiddellik werk in die nywerheid te staak nie.

(6) Ingeval Meidag (1 Mei) op 'n Saterdag of Sondag val, moet die werkgewer aan elkeen van sy werknemers die volgende Maandag as 'n vakansiedag met besoldiging toestaan.

(7) Vir die toepassing van hierdie klousule beteken „dag se loon” die „uurloon” vermenigvuldig met agt.

(8) Ingeval Nuwejaarsdag, Geloftedag en Kersdag op 'n Saterdag val, moet die werkgewer aan elkeen van sy werknemers 'n ekstra dag se loon op die eerste betaaldag na sodanige dag betaal of wanneer besoldiging vir hierdie dae ingevolge hierdie klousule betaalbaar is, behalwe soos bepaal in subklousule 5 van hierdie klousule.

(9) Ondanks die bepalings van klousule (2) van klousule 7, kan 'n werkgewer sy inrigting op enige wetlike openbare vakansiedag wat nie in subklousule (4) van hierdie klousule genoem word nie, sluit en in dié geval is hy nie verplig om lone ten opsigte van enige sodanige dag te betaal nie, mits hy sy werknemers deur middel van 'n kennisgewing wat op 'n opvallende plek in sy inrigting vertoon word, minstens 24 uur voor die gewone begintyd kennis gee het van sy voorneme om die inrigting op daardie dag te sluit.

14. DIENSBEEÏNDIGING.

(1) Behoudens die bepalings van klousules (1) (d), (e) en (f) van hierdie klousule, moet skriftelike kennis van minstens vyf werkdag, wat vir die toepassing van hierdie klousule vakansiedae met besoldiging moet insluit, om in werking te tree op die werkdag wat volg op die dag waarop dit gegee word, deur 'n werkgewer of 'n werknemer gegee word om 'n dienskontrak te beëindig; met dien verstande dat dit nie inbreuk op onderstaande maak nie:—

- (a) Die werkgewer of werknemer se reg om die dienskontrak sonder kennisgewing te beëindig om 'n rede wat wetlik as voldoende beskou word;
- (b) enige ooreenkoms tussen 'n werkgewer en 'n werknemer wat voorsiening maak vir 'n langer tydperk van kennisgewing as een week; voorts met dien verstande dat—
- (c) 'n werkgewer 'n werknemer loon kan betaal vir en in plaas van die tydperk van kennisgewing wat in hierdie klousule voorgeskryf is of waarvoor kragtens klousule (1) (b) van hierdie klousule ooreengekom is;
- (d) 'n werknemer wat korttyd werk, sy diens kan beëindig sonder om kennis te gee;
- (e) die eerste vyf werkdag van die dienstyd van 'n werknemer by 'n werkgewer (tensy andersins in 'n skriftelike ooreenkoms aangedui) as 'n proeftyd beskou moet word en sodanige diens of deur die werkgewer of deur die werknemer op enige tydstip binne die proeftyd sonder kennisgewing beëindig kan word;
- (f) werknemers wat maandeliks betaal word, minstens een kalendermaand skriftelike kennis moet gee of gegee moet word wat in werking tree op die eerste dag van die maand wat volg op dié waarin kennis gegee word.

(2) 'n Werknemer wat afgedank word in die loop van enige tydperk van kennis wat gegee word kragtens die bepalings van subklousule (1) van hierdie klousule, moet volle besoldiging vir sodanige week ontvang.

(3) Geen werkgewer mag die diens van 'n werknemer beëindig weens sodanige werknemer se—

- (a) naderende bevalling, mits die werknemer nie later as twee maande na die datum van bevalling na werk terugkeer nie;
- (b) afwesigheid van werk weens siekte nie; met dien verstande dat—
 - (i) die werkgewer binne drie werkdag na die aanvang van die siekte daarvan in kennis gestel is;
 - (ii) 'n doktersertifikaat vir die tydperk van afwesigheid by die werknemer se terugkeer na werk ingedien word;
 - (iii) die tydperk van afwesigheid van werk 30 dae nie te bowe gaan nie;
- (c) afwesigheid met verlof nadat die skriftelike toestemming van die werkgewer verkry is nie.

(4) Behoudens die bepalings van subklousule (3) van hierdie klousule, kan die diens van 'n werknemer wat vir 'n tydperk van vyf agtereenvolgende werkdag van die werk wegbly sonder om sy werkgewer daarvan skriftelik in kennis te stel, deur die werkgewer sonder kennisgewing, soos by subklousule (1) vereis, beëindig word.

(5) Whenever an employer terminates the services of an employee in terms of sub-clause (4) notice of such termination shall be given by notifying the Secretary of the Council, in writing. Any such notification to the Council shall be accompanied by the employee's service card and wages or other amounts due to the employee on such termination, for transmission to the employee on application.

The provisions of this sub-clause shall *mutatis mutandis* apply to any termination of employment in terms of sub-clause (1) (a).

(6) If an employee leaves without notice or is unaccountably absent, the employer shall send his service card to the Industrial Council not earlier than the sixth nor later than the 11th day of such absence.

15. PREMIUMS.

No premiums shall be charged or accepted by an employer for the training of an employee.

16. TOOLS.

(1) Every employer shall supply scissors to his employees, who need them for the purpose of their employment, at the price paid therefor by the employer.

(2) The cost of such scissors may be deducted from the employee's wages in weekly instalments of not more than 1s.

(3) The employer shall keep the scissors sharpened and in good order free of charge.

17. EXISTING CONTRACTS.

Any contract of service in operation at the date of commencement of this Agreement or concluded subsequent to such date shall be subject to the provisions of this Agreement.

18. ENGAGEMENTS AND TERMINATIONS OF EMPLOYMENT.

(1) An employer shall, before engaging an applicant for work, require such applicant to produce a service card issued by the Council, which shall be in the form of Annexure A to this Agreement, provided that in the case of persons who have not previously been employed in the Industry in the Transvaal a period of seven days may elapse before production of the service card shall be requisite.

(2) If, during or on the completion of the trial period in terms of clause 14 (1) (e) the contract of service is confirmed, the employer shall, immediately on such confirmation, enter in the service card the name of his factory, occupation of employee, date of commencement of employment and wage on commencement of employment and forward the card to the Secretary of the Council, P.O. Box 5101, Johannesburg, as provided in sub-clause (4) of this clause.

(3) Such information as is required by the Council shall be taken from the service card as soon as reasonably possible after which the card shall be returned to the employer who shall retain it until the employee leaves his employ; where upon the employer shall enter on the card the date of termination of employment and wage on termination and return the card to the employee. The employee shall thereupon surrender his doctor's card in exchange for his service card, provided that if the employee is unable to surrender his doctor's card the employer shall immediately forward the service card to the Council office, where the employee may make application for the service card.

(4) When during or on completion of the trial period, the contract of service of an employee is confirmed the employer shall within three days of such confirmation submit the employee's service card for checking to the Secretary of the Council, P.O. Box 5101, Johannesburg, together with a statement in the form of Annexure D.

(5) Whenever the contract of service of an employee is terminated except in terms of clause 14 (1) (e), the employer shall enter the employee's full name, service card number, clock card number (if any), occupation, rate of basic pay and ordinary and additional cost of living allowance and the date of termination of contract in a register, which shall be in the form of Annexure E, and of each page of which a carbon copy shall be made. Within seven days of the end of the month to which the entries refer, the original copy of the register shall be sent to the Secretary of the Industrial Council, P.O. Box 5101, Johannesburg. The carbon copy shall be retained by the employer.

19. EXEMPTIONS.

(1) The Council may on account of old age or infirmity or for any other good or sufficient reason, grant to or in respect of any person, exemption from any of the provisions of this Agreement, provided that no exemption shall be granted from the provisions of sub-clause 10 (5) unless such work is necessitated by an emergency.

(2) The Council shall fix the conditions subject to which such exemption is granted and the period during which it shall operate and may after one week's notice in writing to the persons concerned, withdraw such exemption, whether or not the period for which it was granted has expired.

(3) The Secretary of the Council shall issue to every person exempted in accordance with the provisions of this clause a licence signed by him setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;

(5) Wanneer 'n werkgewer die diens van 'n werknemer ingevolge subklousule (4) beëindig, moet kennis van sodanige beëindiging gegee word deur die Sekretaris van die Raad skriftelik te verwittig. Enige sodanige kennisgewing aan die Raad moet van die werknemer se dienskaart vergesel wees, asook van enige lone of ander bedrae wat by beëindiging aan die werknemer verskuldig is, om op aansoek aan die werknemer oorhandig te word.

Die bepalings van hierdie subklousule is *mutatis mutandis* van toepassing op diensbeëindiging ingevolge subklousule (1) (a).

(6) As 'n werknemer sonder kennisgewing weggaan of om onverklaarbare redes afwesig is, moet die werkgewer sy dienskaart nie voor die sesde en nie later as die elfde dag van sodanige afwesigheid aan die Nywerheidsraad stuur nie.

15. PREMIES.

'n Werkgewer mag geen premies vir die opleiding van 'n werknemer vorder of aanneem nie.

16. GEREEDSKAP.

(1) Elke werkgewer moet skêre aan sy werknemers wat dit vir die doel van hul werk nodig het, verskaf teen die prys wat die werkgewer daarvoor betaal het.

(2) Die prys van die skêre kan van die loon van 'n werknemer in weeklikse paaielemente van hoogstens 1s. afgetrek word.

Die skêre moet deur die werkgewer kosteloos geslyp en in goeie toestand gehou word.

17. BESTAANDE KONTRAKTE.

Enige dienskontrak wat op die datum van inwerkingtreding van hierdie Ooreenkoms van krag is of na sodanige datum aangegaan word, is onderworpe aan die bepalings van hierdie Ooreenkoms.

18. INDIENSNEMING EN DIENSBEËINDIGING.

(1) Voordat 'n werkgewer 'n applikant vir werk in diens neem, moet hy van sodanige applikant vereis om 'n dienskaart voor te lê wat deur die Raad uitgereik is en wat in die vorm van Aanhangsel A van hierdie Ooreenkoms moet wees; met dien verstande dat in die geval van persone wat nog nie vantevore in die nywerheid in Transvaal in diens was nie, 'n tydperk van sewe dae kan verloop voordat die indiening van die dienskaart 'n vereiste is.

(2) Indien die dienskontrak gedurende of by die voltooiing van die proeftydperk voorgeskryf by klousule 14 (1) (e), bekragtig word, moet die werkgewer onmiddellik by sodanige bekragtiging, op die dienskaart die naam van sy fabriek, bedryf van die werknemer, die datum waarop die diens begin en die loon by die aanvang van die diens invul en die kaart aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, stuur, soos in subklousule (4) van hierdie klousule bepaal word.

(3) Sodanige inligting as wat deur die Raad vereis word, moet so gou as redelik moontlik van die dienskaart verkry word, waarna die kaart aan die werkgewer terugbesorg moet word wat dit moet hou totdat die werknemer uit sy diens tree, wanneer die werkgewer op die kaart die datum van diensbeëindiging en die loon by beëindiging moet invul en die kaart aan die werknemer terugbesorg. Die werknemer moet daarna sy dokterskaart vir sy dienskaart inruil; met dien verstande dat as die werknemer nie in staat is om sy dokterskaart in te ruil nie, die werkgewer onmiddellik die dienskaart aan die Raadskantoor moet stuur, waar die werknemer aansoek om die dienskaart kan doen.

(4) Wanneer die dienskontrak van 'n werknemer gedurende of by die voltooiing van die proeftydperk bekragtig word, moet die werkgewer binne drie dae na sodanige bekragtiging die werknemer se dienskaart vir kontrolering aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, voorlê, tesame met 'n staat in die vorm van Aanhangsel D.

(5) Wanneer die dienskontrak van 'n werknemer beëindig word, behalwe kragtens klousule 14 (1) (e), moet die werkgewer die werknemer se volle naam, dienskaartnommer, klokkaartnommer (as daar een is), bedryf, basiese loonskaal en gewone en bykomende lewenskostoelae en die datum van kontrakbeëindiging in 'n register invul, wat in die vorm van Aanhangsel E moet wees en waarvan 'n deurslagkopie van elke bladsy gemaak moet word. Binne sewe dae na die end van die maand waarop die inskrywings betrekking het, moet die oorspronklike kopie van die register aan die Sekretaris van die Nywerheidsraad, Posbus 5101, Johannesburg, gestuur word. Die deurslagkopie moet deur die werkgewer gehou word.

19. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enigenen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige persoon verleen op grond van hoë ouderdom of swaakheid of om enige ander goeie of genoegsame rede; met dien verstande dat geen vrystelling van die bepalings van subklousule 10 (5) verleen word nie tensy die werk deur 'n noodtoestand vereis word.

(2) Die Raad moet die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk waarvoor die vrystelling van krag bly en kan, na een week skriftelike kennis aan die betrokke persone, sodanige vrystelling herroep, of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig die bepalings van hierdie klousule verleen word, 'n lisensie deur hom onderteken, uitreik, waarin vermeld word—

- (a) die naam van die betrokke persoon voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;

- (c) the conditions fixed in accordance with the provisions of sub-clause (2) of this clause subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.
- (4) The Secretary of the Council shall—
 - (a) number consecutively all licences issued;
 - (b) retain a copy of each licence issued; and
 - (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.
- (5) Every employer and employee shall observe the provisions of any licence of exemption issued in terms of this clause

20. COUNCIL FUNDS.

The funds of the Council which shall be vested in and administered by the Council shall be provided in the following manner—

- (1) Each employer shall, on the pay day of each week and from the first pay day after this Agreement comes into operation deduct 3d. from the wages of each of his employees for whom minimum wages are prescribed in this Agreement; provided that no deduction shall be made from the wages of an employee who has worked for less than two days in the week in which the deductions fall due; and provided further that deductions shall be made from the holiday pay paid to each employee when the establishment closes in terms of clause 13 (1) of this Agreement for the number of weeks for which deductions would have been made had the factory not so closed and had the employee been employed during that period.
- (2) The employer shall forward the total amounts so deducted, together with an equal amount which shall be contributed by him and a statement in the form of Annexure B, to the Secretary of the Council, P.O. Box 5101, Johannesburg, within two weeks of the end of the month in which the deductions fall due.

21. MEDICAL AID SOCIETY.

(1) There is hereby continued a medical aid society established under the Council's previous agreements and known as the Transvaal Clothing Industry Medical Aid Society, in this section referred to as "the Society".

(2) Each employer shall on the pay day of each week and from the first pay day after this Agreement comes into operation, deduct the amounts from the wages of each of this employees for whom minimum wages are prescribed in this Agreement and contribute the amounts in respect of such employees as are set out hereunder; provided that no deduction shall be made from the wages of an employee who has worked for less than two days in the week in which the deductions fall due and provided further that deductions shall be made from the holiday pay paid to each employee when the establishment closes in terms of clause 13 (1) of this Agreement for the number of weeks for which deductions would have been made had the factory not so closed and had the employee been employed during that period:—

- (a) Each employee for whom minimum wages are prescribed in this Agreement, shall on each pay day, have one shilling and sixpence deducted from his wages.
- (b) To the aggregate amount deducted under sub-clause (a) of this clause, each employer shall add an amount of one shilling per employee.
- (c) Each employee whose wage, excluding cost of living allowance is £3 10s. 0d. per week or more shall on each pay day in addition to the amount stipulated under sub-clause (a) of this clause have deducted from his wages a further amount of sixpence or, in the case of male employees whose wage, excluding cost of living allowance, is £6. per week or more, a further amount of one shilling and sixpence which shall be paid into a "Special Sick Pay Fund".
- (d) The total amounts under paragraphs (a), (b) and (c) of this sub-clause shall, within two weeks from the end of the month in which the deductions fall due, be forwarded by the employer to the Secretary of the Council, P.O. Box 5101, Johannesburg, together with a statement in the form of Annexure B to this Agreement.

(3) The funds of the Society shall, subject to the provisions of this clause, be applied to provide members of the Society with medical treatment, medicine and sick pay in case of illness and shall be administered by a management committee appointed by the Council and consisting of five representatives of the employers' organisation and five representatives of the trade union in accordance with the Constitution of the Society.

(4) The constitution of the Society may be amended at any time by the management committee subject to the approval of the Council. Should a dispute arise at any time as to the provisions of the constitution or the administration of the Society or any other matter in regard to which the members of the management committee are equally divided the matter shall be referred to the Industrial Council, and in the event of no agreement being reached by the Council such dispute shall be referred to an arbitrator agreed upon by them or failing such agreement, nominated by the Minister of Labour. The arbitrator's decision shall be final.

- (e) die voorwaardes wat ooreenkomstig die bepalings van sub-klausule (2) van hierdie klausule vasgestel is waarop sodanige vrystelling verleen word; en
- (d) die tydperk waarin die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
 - (a) alle lisensies uitgereik, in volgorde nommer;
 - (b) van elke lisensie uitgereik, 'n kopie hou; en
 - (c) indien vrystelling aan 'n werknemer verleen word, 'n kopie van die lisensie aan die betrokke werkgewer stuur.
- (5) Elke werkgewer en werknemer moet die bepalings van enige vrystellingslisensie wat kragtens hierdie klausule uitgereik word, nakom.

20. RAADSFONDSE.

Die fondse van die Raad wat by die Raad berus en deur hom geadministreer word, word soos volg verkry:—

Elke werkgewer moet op die betaaldag van elke week en van die eerste betaaldag af nadat hierdie Ooreenkoms in werking tree, 3d. aftrek van die loon van elkeen van sy werknemers vir wie 'n minimum-loon in hierdie Ooreenkoms voorgeskryf word; met dien verstande dat niks afgetrek mag word van die loon van 'n werknemer wat in die week waarvoor die aftrekkings gemaak moet word, minder as twee dae gewerk het nie; en voorts met dien verstande dat aftrekkings van die verlofbesoldiging wat aan elke werknemer betaal word wanneer die inrigting Ooreenkomstig die bepalings van klausule 13 (1) van hierdie Ooreenkoms sluit, gemaak moet word vir die getal weke waarvoor aftrekkings gemaak sou gewees het as die fabriek nie aldus gesluit het nie en die werknemer gedurende daardie tydperk gewerk het.

Die werkgewer moet die totale bedrae wat aldus afgetrek word, tesame met 'n gelyke bedrag wat deur hom bygedra moet word, asook 'n staat in die vorm van Aanhangsel B, binne twee weke na die end van die maand waarin die aftrekkings verskuldig is, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, stuur.

21. MEDIESE HULPVERENIGING.

(1) Hierby word 'n mediese hulpvereniging voortgesit wat ingevolge die Raad se vorige ooreenkomste ingestel is, en bekend staan as die Mediese Hulpvereniging vir die Transvaalse Klerasienuwerheid, in hierdie klausule die „Vereniging” genoem.

(2) Elke werkgewer moet op die betaaldag van elke week en met ingang van die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, die bedrae van elkeen van sy werknemers aftrek vir wie 'n minimum loon in hierdie Ooreenkoms voorgeskryf is, en die bedrae ten opsigte van sodanige werknemers, as wat hieronder uiteengesit is, bydra; met dien verstande dat niks van die loon van 'n werknemer wat in die week waarvoor die aftrekkings verskuldig is, minder as twee dae gewerk het, afgetrek mag word nie; en voorts met dien verstande dat aftrekkings van die verlofbesoldiging wat aan elke werknemer betaal word wanneer die inrigting ooreenkomstig die bepalings van klausule 13 (1) van hierdie Ooreenkoms sluit, gemaak moet word vir die getal weke waarvoor bedrae afgetrek sou gewees het as die fabriek nie aldus gesluit het nie, en die werknemer gedurende daardie tydperk gewerk het.

- (a) Van elke werknemer se loon vir wie 'n minimum loon in hierdie Ooreenkoms voorgeskryf is, moet een sjieling en ses pennies op elke betaaldag afgetrek word.
- (b) By die totale bedrag wat kragtens subklausule (a) van hierdie klausule afgetrek is, moet elke werkgewer een sjieling per werknemer voeg.
- (c) Van elke werknemer wie se loon met uitsluiting van lewenskostoelae, £3. 10s. per week of meer bedra, moet daar benewens die bedrag wat ingevolge subklausule (a) van hierdie klausule voorgeskryf word, 'n verdere bedrag van ses pennies afgetrek word, of, in die geval van manlike werknemers wie se lone sonder die lewenskostoelae £6 of meer per week bedra, 'n verdere bedrag van een sjieling en ses pennies wat in 'n „Spesiale Siektebystandfonds” gestort moet word.
- (d) Die totale bedrae wat ingevolge die bepalings van paragrawe (a), (b) en (c) van hierdie subklausule afgetrek is, moet binne twee weke na die einde van die maand waarin die aftrekkings gemaak moet word deur die werkgewer aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, gestuur word, tesame met 'n staat in die vorm van Aanhangsel B van hierdie Ooreenkoms.

(3) Behoudens die bepalings van hierdie klausule, moet die fondse van die Vereniging aangewend word om lede van die Vereniging van geneeskundige behandeling medisyne en siektebetaling in geval van siekte te voorsien, en dit moet deur 'n bestuurskomitee geadministreer word wat deur die Raad aangestel is, en uit vyf verteenwoordigers van die werkgewersorganisasie en vyf verteenwoordigers van die Vakvereniging ooreenkomstig die konstitusie bestaan.

(4) Die konstitusie van die Vereniging kan te eniger tyd deur die bestuurskomitee, onderworpe aan die goedkeuring van die Raad, gewysig word. Indien 'n geskil te eniger tyd ontstaan aangaande die bepalings van die konstitusie of die administrasie van die Vereniging of enige ander saak in verband waarmee die lede van die bestuurskomitee gelykop verdeel is, moet die saak na die Nywerheidsraad verwys word, en ingeval geen ooreenstemming deur die Raad verkry kan word nie, moet sodanige geskil na 'n skeidsregter verwys word oor wie hulle saamgestem het, of by ontstentenis van so 'n ooreenstemming, 'n skeidsregter wat deur die Minister van Arbeid benoem is. Die beslissing van die skeidsregter is finaal.

(5) A copy of the constitution, rules and lists of benefits and amendments thereof shall be lodged with the Secretary for Labour, Pretoria.

(6) A copy of the constitution, rules and lists of benefits and any amendments thereof shall be available for inspection by any registered employer or employee in the industry, at the office of the Society, during ordinary office hours.

(7) A public accountant or accountants appointed by the Industrial Council shall audit the accounts of the Society annually, not later than July of each year. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Industrial Council and copies thereof shall be transmitted to the Secretary for Labour, Pretoria, the Transvaal Clothing Manufacturers' Association and the Garment Workers' Union of South Africa.

(8) (a) All employees covered by this Agreement are eligible for membership of the Society.

(b) Subject to the provisions of the constitution of the society, a person shall be deemed to be a member of the Society on payment of one week's contribution provided in this Agreement and shall be issued with a medical aid card in the form of Annexure E.

(c) On payment of £1. 1s. (one pound one shilling) per annum employers in the Clothing Industry (Transvaal) may become members of the Society, but shall not be entitled to receive sick pay.

(d) Membership of the Society shall cease—

(i) when a member leaves the industry. A member who becomes unemployed and who does not register for employment shall be deemed to have left the industry. Registering for employment shall mean registering for employment with the Garment Workers' Union of South Africa, the Industrial Council for the Clothing Industry (Transvaal) or the Department of Labour;

(ii) after a period of 13 weeks continued unemployment;

(iii) after a period of 26 weeks of continuous illness certified by one of the Society's medical officers.

(e) A worker whose membership has ceased under (d) and who has returned to the industry shall after payment of thirteen (13) consecutive weekly contributions, be deemed to have been a member of the Society for the period of his employment in the industry.

(9) All members from whose wages at least 13 consecutive weekly deductions have not been made shall be entitled to the following benefits:—

(a) The services of a general practitioner appointed by the management committee.

(b) Medicines prescribed by such general practitioner.

(10) All members from whose wages 13 consecutive weekly deductions have been made in terms of sub-clause (2) of this clause shall be entitled to the following benefits:—

(a) The services of a general practitioner and dentist (hereinafter referred to as "medical officers") appointed by the management committee.

(b) Consultations with such specialists as are appointed by the management committee.

(c) Medicines prescribed by the medical officers or specialists of the Society.

(d) Payment of fees for ambulances ordered by the medical officer or specialists of the Society.

(e) Sick pay under the following conditions:—

(i) One week's sick pay for each complete week of absence from work due to illness provided that a certificate covering such period is produced from a medical officer or specialist of the Society.

(ii) If, having been absent from work due to illness for one or more complete weeks, a member continues so to be absent he shall be paid half a week's sick pay only if such absence continues for not less than 3 working days but less than one week.

(iii) Members shall be entitled to sick pay for not more than 10 weeks in any one period of twelve months but the management committee may in its discretion authorise payment for an additional number of weeks not exceeding six in any one period.

(iv) Sick pay shall be paid at the rate of one-half of the minimum basic wage of the member with a maximum payment of 36s. per week. For the purpose of this section all members, male or female, shall be deemed to be in receipt of the minimum basic wage provided in sub-clause 4 (1) (e) (i) of this Agreement and experience shall mean the total period or periods of employment of the member in the Clothing Industry in the Transvaal.

(11) (a) Members from whose wages the additional 6d. per week has been deducted in terms of sub-clause (2) (c) of this clause for a period of not less than 26 weeks, shall be entitled to the following additional benefits from the Special Sick Pay Fund:—

(i) For continuous periods of absence from work due to illness 2s. 6d. (two shillings and sixpence) for each complete day or 14s. (fourteen shillings) for each complete week,

(5) 'n Kopie van die konstitusie, reëls en lysste van voordele en wysigings daarvan moet by die Sekretaris van Arbeid, Pretoria ingedien word.

(6) 'n Kopie van die konstitusie, reëls en lysste van voordele en enige wysigings daarvan moet in die kantoor van die Vereniging gedurende gewone kantoorure vir enige geregistreerde werkgewer of werknemer in die Nywerheid vir insae beskikbaar wees.

(7) 'n Openbare rekenmeester of rekenmeesters, deur die Nywerheidsraad aangestel, moet die rekenings van die Vereniging jaarliks nie later as Julie van elke jaar ouditeer nie. Die geouditeerde staat en balansstaat moet daarna vir insae by die kantoor van die Nywerheidsraad lê en kopieë daarvan moet aan die Sekretaris van Arbeid, Pretoria, die Transvaal Clothing Manufacturers' Association en die Garment Workers' Union of South Africa gestuur word.

(8) (a) Alle werknemers wat deur hierdie Ooreenkoms gedek word, kan lid van die Vereniging word.

(b) Behoudens die bepalings van die konstitusie van die Vereniging, moet 'n persoon as lid van die Vereniging beskou word by betaling van die bydrae vir een week soos in hierdie Ooreenkoms bepaal, en moet 'n mediese hulpkaart in die vorm van Aanhangsel E aan hom uitgereik word.

(c) By betaling van £1. 1s. (een pond een shilling) per jaar, kan werkgewers in die klerasiennywerheid (Transvaal) lid van die Vereniging word, maar hulle is nie op siektebetaling geregtig nie.

(d) Lidmaatskap van die Vereniging eindig—

(i) wanneer 'n lid die nywerheid verlaat. 'n Lid wat werkloos raak en nie vir diens registreer nie, word beskou as iemand wat die nywerheid verlaat het. Registrasie vir diens beteken registrasie vir diens by die Garment Workers' Union of South Africa, die Nywerheidsraad vir die Klerasiennywerheid (Transvaal) of die Departement van Arbeid;

(ii) na 'n tydperk van 13 weke aanhoudende werkloosheid;

(iii) na 'n tydperk van 26 weke aanhoudende siekte wat deur een van die Vereniging se geneeskundige beamptes gesertifiseer is.

(e) 'n Werker wie se lidmaatskap ingevolge die bepalings van (d) geëindig het en wat na die nywerheid teruggekeer het, moet na betaling van dertien (13) agtereenvolgende weeklikse bydraes beskou word as iemand wat 'n lid van die Vereniging vir die tydperk van sy diens in die nywerheid was.

(9) Alle lede van wie se lone minstens 13 agtereenvolgende weeklikse bedrae nie afgetrek is nie, is geregtig op die volgende voordele:—

(a) Die dienste van 'n algemene praktisyn deur die bestuurskomitee aangestel.

(b) Medisyne deur sodanige algemene praktisyn voorgeskryf.

(10) Alle lede van wie se lone 13 agtereenvolgende weeklikse bedrae, ingevolge die bepalings van subklousule (2) van hierdie klousule, afgetrek is, is op die volgende voordele geregtig:—

(a) Die dienste van 'n algemene praktisyn en tandarts (hieronder „geneeskundige beamptes” genoem) wat deur die bestuurskomitee aangestel word.

(b) Konsultasies met sodanige spesialiste as wat deur die bestuurskomitee aangestel word.

(c) Medisyne wat deur die geneeskundige beamptes of spesialiste van die Vereniging voorgeskryf word.

(d) Betaling van gelde vir ambulanse deur die geneeskundige beamptes of spesialiste van die Vereniging bestel.

(e) Siektebetaling op die volgende voorwaardes:—

(i) Een week siektebetaling vir elke volle week afwesigheid van werk weens siekte; met dien verstande dat 'n sertifikaat wat die tydperk dek en wat van 'n geneeskundige beampte of spesialis van die Vereniging afkomstig is, ingedien word.

(ii) As 'n lid weens siekte vir een of meer volle weke van die werk afwesig is en hy nog steeds aldus afwesig is, moet die helfte van 'n week se siektebetaling aan hom betaal word slegs as die afwesigheid vir minstens drie werkdade maar minder as een week, aanhou.

(iii) Lede is geregtig op siektebetaling vir hoogstens tien weke in enige enkele tydperk van twaalf maande, maar die bestuurskomitee kan, na goeie dunde, die betaling vir nog 'n paar weke, wat nie ses in enige enkele tydperk te bowe gaan nie, magtig.

(iv) Siektebetaling moet geskied teen die skaal van helfte van die minimum basiese loon van die lid met 'n maksimum uitbetaling van 36s. per week. Vir die toepassing van hierdie artikel, word dit beskou dat alle lede, manlik of vroulik, in ontvangs is van die minimum basiese loon wat in subklousule 4 (1) (e) (i) van hierdie Ooreenkoms voorgeskryf word, en ondervinding beteken die totale tydperk of tydperke diens van die lid in die klerasiennywerheid in Transvaal.

(11) (a) Lede van wie se lone die bykomende 6d. per week ingevolge die bepalings van subklousule (2) (c) van hierdie klousule vir 'n tydperk van minstens 26 weke afgetrek is, is geregtig op die volgende bykomende voordele uit die Spesiale Siektebystandfonds:—

(i) Vir aanhoudende tydperke van afwesigheid van werk weens siekte 2s. 6d. (twee shillings en ses pennies) vir elke volle dag, of 14s. (veertien shillings) vir elke volle week; met dien verstande dat geen bedrag betaal word as

provided that no payment shall be made if such absence is for less than 3 complete working days and provided further that the payments referred to in this paragraph shall be limited to the periods set out in sub-clause (10) (e) (iii) of this clause.

(ii) £1 (one pound) per week for the eleventh and twelfth complete weeks of absence due to illness in any one period of twelve months.

(iii) In the discretion of the management committee an additional amount not exceeding £5 (five pounds) in any one period of twelve months.

(b) Whenever in terms of sub-clause (10) and (11) (a) of this clause sick pay is payable to male members from whose wages the additional 1s. 6d. per week has been deducted in terms of sub-clause 2 (c) of this clause for a period of not less than 26 weeks, such members shall be entitled to additional sick pay from the Special Sick Pay Fund of £1 (one pound) for each complete week or 4s. (four shillings) per day for periods of less than one week.

(c) All benefits under this sub-clause shall be paid only if there is an amount of not less than £1,000 (one thousand pounds) available in the Special Sick Pay Fund.

(12) Members of the Society from whose wages deductions have been made regularly for a period of three years (156 deductions) shall, in addition to the benefits mentioned in sub-clauses (10) and (11) of this clause be entitled to the following:—

(a) Operations and treatment free of charge by specialists appointed by the management committee.

(b) Free hospitalisation for such operations and treatment in nursing homes or hospitals approved by the management committee.

(13) (a) For the purpose of calculating sick pay one complete week shall mean five consecutive working days.

(b) For the purpose of sub-clauses (10) and (11) of this clause, a period of 12 months shall be reckoned from the first day of illness for which sick pay is payable; further periods of 12 months shall be reckoned from the first day of illness for which sick pay is payable after the expiration of the previous period of 12 months.

(c) No sick pay shall be paid in terms of sub-clauses (10) and (11) of this clause for any period for which holiday pay is payable.

(14) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the fund shall continue to be administered by the management committee until it be either liquidated or transferred by the Council to any other fund or funds whose objects shall be solely to benefit the employees of the Clothing Industry (Transvaal).

(15) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the management committee shall continue to administer the fund and the members of the committee existing at the date on which the council ceases to function or is dissolved shall be deemed to be members thereof for such purposes; provided however, that any vacancy occurring on the committee may be filled by the Minister from employers or employees in the industry as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of the committee, and who shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement the fund shall be liquidated by the committee or the trustees, as the case may be, in the manner set forth in sub-clause (16) of this clause; provided that if upon such expiration the affairs of the council have already been wound up and its assets distributed, the balance of this fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(16) Upon liquidation of the fund in terms of sub-clause (14) of this clause the moneys remaining to the credit of the fund after payment of all claims against the fund, including administration and liquidation expenses, shall be paid into the funds of the council.

(17) All administrative and liquidation charges shall be a charge against the funds of the Society.

22. SLACK PAY FUND.

(1) There is hereby continued a fund known as the Transvaal Clothing Industry Slack Pay Fund, hereinafter referred to as "the fund" the administration of which shall be vested in the Industrial Council for the Clothing Industry (Transvaal) whose purpose shall be the payment of benefits to employees who lose earnings as a result of being put on short time in terms of clause 6 of this Agreement. Benefits shall be paid at such rates and under such conditions as may be laid down in the rules adopted by the Council for the administration of the fund and a copy of such rules and any amendments thereto shall be lodged with the Secretary for Labour within two weeks of the adoption thereof.

sodanige afwesigheid minder as 3 volle werkdag is nie; en voorts met dien verstande dat die betaling wat in hierdie paragraaf genoem word, beperk word tot die tydperke wat in subklousule (10) (e) (iii) van hierdie klousule genoem word.

(ii) £1 (een pond) per week vir die elfde en twaalfde volle weke afwesigheid weens siekte in enige enkele tydperk van twaalf maande.

(iii) 'n Bykomende bedrag van hoogstens £5 (vyf pond) in enige enkele tydperk van twaalf maande, na goeddunke van die bestuurskomitee.

(b) Wanneer siektebetaling ingevolge die bepaling van subklousules (10) en (11) (a) van hierdie klousule aan manlike lede betaalbaar is van wie se lone die bykomende bedrag van 1s. 6d. per week ingevolge die bepaling van subklousule (2) (c) van hierdie klousule vir 'n tydperk van minstens 26 weke afgetrek is, is sodanige lede geregtig op bykomende siektebetaling uit die Speciale Siektebystandfonds van £1 (een pond) vir elke volle week, of 4s. (vier sjelings) per dag vir tydperke van minder as 'n week.

(c) Alle voordele ingevolge die bepaling van hierdie subklousule moet slegs betaal word as daar 'n bedrag van minstens £1,000 (eenduizend pond) in die Speciale Siektebystandfonds beskikbaar is.

(12) Lede van die Vereniging van wie se lone bydrae gereeld afgetrek is vir 'n tydperk van drie jaar (156 afrekkings), is benewens die voordele wat in subklousules (10) en (11) van hierdie klousule voorgeskryf word, op die volgende geregtig:—

(a) Kostelose operasies en behandeling deur spesialiste wat deur die bestuurskomitee aangestel is.

(b) Vrye hospitalisasie vir operasies en behandeling in verpleeginrigtings of hospitale wat deur die bestuurskomitee goedgekeur is.

(13) (a) Ten einde siektebetaling te bereken, beteken een volle week vyf agtereenvolgende werkdag.

(b) Vir die toepassing van subklousules (10) en (11) van hierdie klousule, moet 'n tydperk van 12 maande bereken word van die eerste dag van die siekte waarvoor siektebetaling betaalbaar is; verdere tydperke van 12 maande moet bereken word van die eerste dag van die siekte waarvoor siektebetaling betaalbaar is na afloop van die voorafgaande tydperk van 12 maande.

(c) Geen siektebetaling moet ingevolge die bepaling van subklousules (10) en (11) van hierdie klousules vir enige tydperk waarvoor vakansiebesoldiging betaalbaar is, gedoen word nie.

(14) Ingeval hierdie Ooreenkoms deur verloop van tyd verval of om enige ander rede nie langer in werking is nie, moet die fonds steeds deur die bestuurskomitee geadminestreer word totdat dit of gelikwider is of deur die Raad na 'n ander fonds of fondse oorgedra is, waarvan die oogmerke uitsluitlik is om die werknemers van die Klerasiennywerheid (Transvaal) te bevoordeel.

(15) In geval van die ontbinding van die Raad of ingeval hy sy werksaamhede staak gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge die bepaling van artikel vier-en-dertig (2) van die Wet bindend is, moet die bestuurskomitee voortgaan om die fonds te administreer, en die lede van die komitee wat op die datum bestaan waarop die Raad sy werksaamhede staak of ontbind word, moet vir sodanige doeleindes as lede daarvan beskou word; met dien verstande egter dat enige vakature wat in die komitee ontstaan, deur die Minister gevul kan word uit werkgewers of werknemers in die nywerheid, na gelang van die geval, om aldus 'n gelyke getal werkgewer- en werknemerverteenwoordigers en van plaasvervangers in die samestelling van die komitee te verseker. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte na te kom, of 'n dooie punt daarin ontstaan wat, na die mening van die Minister, die administrasie van die fonds ondoenlik of onwenslik maak, kan hy 'n kurator of kuratore aanstel om die pligte van die komitee uit te voer en wat al die bevoegdhede van die komitee vir hierdie doel moet besit. By die verstryking van hierdie Ooreenkoms moet die fonds deur die komitee of die kuratore, na gelang van die geval, gelikwider word op die wyse wat in subklousule (16) van hierdie klousule uiteengesit is; met dien verstande dat, as die sake van die Raad by sodanige verstryking reeds beredder en sy bates verdeel is, die balans van hierdie fonds verdeel moet word soos bepaal in artikel vier-en-dertig (4) van die Wet, asof dit deel van die algemene fondse van die Raad uitmaak.

(16) By likwidasie van die fonds ingevolge die bepaling van subklousule (14) van hierdie klousule, moet die geld wat in die krediet van die fonds oorbly nadat al die eise teen die fonds, met inbegrip van die administrasie- en likwidasielaste, betaal is, in die Raad se fondse inbetaal word.

(17) Alle administrasie- en likwidasielaste is 'n las teen die fonds van die Vereniging.

22. SLAPTETYDFONDS.

(1) Hierby word 'n fonds gestig bekend as die Slaptetydfonds van die Transvaalse Klerasiennywerheid, hieronder „die fonds” genoem, waarvan die administrasie by die Nywerheidsraad vir die Klerasiennywerheid (Transvaal) moet berus, wie se doelwit dit moet wees om bystand aan werknemers te betaal wat verdienste verloor as gevolg daarvan dat hulle ingevolge klousule 6 van hierdie Ooreenkoms op korttyd geplaas is. Voordele moet betaal word teen sodanige skale en op sodanige voorwaardes as wat vasgestel kan word in die reëls wat deur die Raad vir die administrasie van die Fonds aangeneem is, en 'n kopie van sodanige reëls en enige wysigings daarvan moet by die Sekretaris van Arbeid binne twee weke na die aanname daarvan ingedien word.

(2) The fund shall consist of—

- (i) contributions paid into the fund in accordance with the provisions of this Agreement;
- (ii) interest derived from the investment of any moneys of the fund;
- (iii) any other funds to which the fund may become entitled.

(3) Each employer shall on the pay day of each week and from the first pay day after this Agreement comes into operation, deduct the amounts from the wages of each of his employees for whom minimum wages are prescribed in this Agreement and contribute the amounts in respect of such employees as are set out hereunder; provided that no deductions shall be made from the wages of an employee who has worked for less than two days in the week in which the deduction fell due; and provided further that deductions shall be made from the holiday pay paid to each employee when the establishment closes in terms of clause 13 (1) of this Agreement for the number of weeks for which deductions would have been made had the factory not so closed and had the employee been employed during that period:—

- (a) Each employee whose total weekly wage-rate is less than £6. 14s. 2d. shall on each pay day have threepence deducted from his wages.
- (b) Each employee whose total weekly wage-rate is £6. 14s. 2d. or more shall on each pay day have sixpence deducted from his wages.
- (c) The employer shall forward the total amounts deducted under paragraph (a) and (b) together with an equal amount which shall be contributed by him and a statement in the form of Annexure B of this Agreement to the Secretary of the Council, P.O. Box 5101, Johannesburg, within two weeks of the end of the month in which the deductions fell due.

(4) All moneys received by the fund shall be deposited in a banking account opened in the name of the fund. An official receipt shall be issued for all moneys received into the Fund and withdrawals from the fund shall be by cheque signed by such persons as may, from time to time, be authorised by the Industrial Council. All moneys not required to meet current payments shall be invested in a building society in the discretion of the Council which may vary such investments as it may from time to time determine.

(5) The Council shall appoint a public accountant as auditor whose remuneration shall be paid out of the fund. The accounts shall be audited annually for the annual periods ending 31st March. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Industrial Council and copies thereof shall be transmitted to the Secretary for Labour, Pretoria, the Transvaal Clothing Manufacturers' Association and the Garment Workers' Union of South Africa.

(6) In the event of the expiry of this Agreement by effluxion of time or cessation or any other cause, the fund shall continue to be administered by the Council until it be either liquidated or transferred by the Council to any other fund or funds whose objects shall be solely to benefit the employees of the Clothing Industry (Transvaal).

(7) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the fund shall be administered by a committee consisting of five representatives of the Transvaal Clothing Manufacturers' Association and five representatives of the Garment Workers' Union of South Africa, which committee shall continue to administer the affairs of the fund. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of the committee, and who shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement the fund shall be liquidated by the committee of the trustees, as the case may be, in the manner set forth in sub-clause (8) of this clause; provided that if upon such expiration the affairs of the Council have already been wound up and its assets distributed the balance of this fund shall be distributed as provided for in section thirty-four (4) of the Act, as if it formed part of the general funds of the Council.

(8) Upon liquidation of the fund in terms of sub-clause (6) of this clause, the moneys remaining to the credit of the fund after payment of all claims against the fund including the administration and liquidation expenses shall be paid into the funds of the Council.

(9) All administration and liquidation charges shall be a charge against the funds of the Society.

23. EXTRACTS FROM WAGE REGISTERS.

Each employer shall forward to the Secretary of the Council, P.O. Box 5101, Johannesburg, three copies of his wage register, in the form of Annexure C, for the first day in February, May, August and November, showing for each employee, clock number if any, Industrial Council number, full name, occupation, race, age, sex, basic wage rate, total ordinary hours worked, amount due for ordinary time, total overtime worked, amount due for overtime, bonus earnings and total gross earnings. Such extracts shall be forwarded within one week of the pay day to which they refer.

(2) Die Fonds moet bestaan uit—

- (i) Bydraes wat oorkomstig die bepalings van hierdie Ooreenkoms in die Fonds gestort is;
- (ii) rente wat van die belegging van enige gelde van die Fonds verkry is;
- (iii) enige ander fondse waarop die Fonds geregtig mag word.

(3) Elke werkgever moet op die betaaldag van elke week en van die eerste betaaldag na die inwerkingtreding van hierdie Ooreenkoms, die bedrae van die lone van elkeen van sy werknemers aftrek vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word en die bedrae ten opsigte van sodanige werknemers soos hieronder uiteengesit, bydra; met dien verstande dat geen aftrekking van die lone gemaak mag word van 'n werknemer wat vir minder as twee dae in die week waarin die aftrekking verskuldig is, gewerk het nie; en voorts met dien verstande dat aftrekkings gemaak moet word van die verlofbesoldiging wat aan elke werknemer betaal word wanneer die inrigting kragtens klousule 13 (1) van hierdie Ooreenkoms sluit vir die getal weke waarvoor aftrekkings gemaak sou geword het as die fabriek nie aldus gesluit het nie en die werknemer gedurende dié tydperk in diens was:—

- (a) Van die loon van elke werknemer wie se totale weeklikse loonskaal minder as £6. 14s. 2d. is, moet drie pennies op elke betaaldag afgetrek word;
- (b) Van die loon van elke werknemer wie se totale weeklikse loonskaal £6. 14s. 2d. of meer is, moet ses pennies op elke betaaldag afgetrek word;
- (c) Die werkgever moet die totale som van die bedrae wat aldus ingevolge die bepalings van paragrawe (a) en (b) afgetrek is, tesame met 'n gelyke bedrag wat deur hom bygedra moet word, en 'n staat in die vorm van Aanhangsel B van hierdie Ooreenkoms, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, binne twee weke na die end van die maand waarin dit verskuldig is, stuur.

(4) Alle gelde wat deur die Fonds ontvang word, moet in 'n bankrekening wat op naam van die Raad geopen is gestort word. 'n Amptelike bewys moet uitgereik word vir alle gelde wat deur die Fonds ontvang word en opdragings uit die Fonds moet per tjek geskied, geteken deur sodanige persone as wat van tyd tot tyd deur die Nywerheidsraad daartoe gemagtig is. Alle gelde wat nie nodig is om lopende betalings te dek nie, moet in 'n bougenootskap belê word, na goeddunke van die Raad wat sulke beleggings kan wysig soos hy van tyd tot tyd kan bepaal.

(5) Die Raad moet 'n openbare rekenmeester as ouditeur aanstel wie se besoldiging uit die Fonds betaal moet word. Die rekenings moet jaarliks geouditeer word vir die jaarlikse tydperk wat 31 Maart eindig. Die geouditeerde staat en balanstaat moet daarna by die kantoor van die Nywerheidsraad vir insae lê en kopieë daarvan moet aan die Sekretaris van Arbeid, Pretoria, die Transvaal Clothing Manufacturers' Association en die Garment Workers' Union of South Africa gestuur word.

(6) Ingeval hierdie Ooreenkoms deur verloop van tyd verval of om enige ander rede nie langer in werking is nie, moet die Fonds steeds deur die Raad geadminestreer word, totdat dit of gelikwider of deur die Raad na enige ander fonds of fondse oorgedra word waarvan die oogmerk uitsluitlik is om die werknemers van die Klerasiennywerheid (Transvaal) te bevoordeel.

(7) In geval van die ontbinding van die Raad of ingeval hy sy werksaamhede staak gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge die bepalings van artikel 34 (2) van die Wet bindend is, moet die Fonds geadminestreer word deur 'n komitee bestaande uit vyf verteenwoordigers van die Transvaal Clothing Manufacturers' Association en vyf verteenwoordigers van die Garment Workers' Union of South Africa en hierdie komitee moet voortgaan om die sake van die Fonds te administreer. In geval sodanige komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die administrasie van die Fonds, na die Minister se mening, ondoenlik of onwenslik maak, kan hy 'n kurator of kuratore aanstel om die pligte van die komitee uit te voer en wat al die bevoegdhede van die komitee vir hierdie doel moet besit. By die verstryking van hierdie Ooreenkoms moet die fonds deur die komitee of die kuratore, na gelang van die geval, gelikwider word op die wyse wat in subklousule (8) van hierdie klousule uiteengesit is; met dien verstande dat indien die sake van die Raad by sodanige verstryking reeds beredder en sy bates verdeel is, bly balans van hierdie Fonds verdeel moet word soos bepaal in artikel vier-en-dertig (4) van die Wet, asof dit deel van die algemene fondse van die Raad uitmaak.

(8) By likwidasie van die Fondse ingevolge die bepalings van subklousule (6) van hierdie klousule, moet die gelde wat in die krediet van die Fonds oorbly na betaling van alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasielaste, in die Raad se fondse inbetaal word.

(9) Alle administrasie- en likwidasielaste is 'n las teen die fondse.

23. UITTREKSELS UIT LOONREGISTERS.

Elke werkgever moet drie kopieë van sy loonregister aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, in die vorm van Aanhangsel C vir die eerste dag in Februarie, Mei, Augustus en November stuur, wat die kloknommer (as daar een is), nywerheidsraadnommer, naam voluit, beroep, ras, ouderdom, geslag, basiese loonskaal, totale getal gewone ure gewerk, bedrag vir gewone tyd verskuldig, totale oortyd gewerk, bedrag vir oortydwerk verskuldig, bonusverdiensie en totale bruto verdiensie vir elke werknemer aantoon. Hierdie uittreksels moet binne een week na die betaaldag waarop dit betrekking het gestuur word.

24 INDIENSNEMING VAN LEDE VAN DIE VAKVERENIGING

AANHANGSEL A.

Familienaam _____ Voornaam _____ Reg.-no. _____
 Adres _____ Nuwe adres _____

REKORD VAN ONDERVINDING.

Op _____ 195 _____ : _____ jaar _____ maande BY DIE VOLGENDE FABRIEKE

Minimum loon.		Basies.		L.K.T.		Beroep			
Naam van fabriek.	Beroep.	Datum van indiens- neming.	Loon.		N.R.K.N. kontrole.	Datum van diensbeein- diging.	Loon.		Klok- nommer.
			Basies.	L.J.T.			Basies.	L.K.T.	

Hierdie kaart moet by indiënsneming oorhandig word aan die werkgever wat die eerste vier kolomme moet invul en dit tesame met die daaropvolgende weeklikse verslag van indiënsneming en diensbeëindiging aan die Raad moet stuur. By die Raad sal die loonskaal nagegaan en die kaart aan die werkgever teruggestuur word. By diensbeëindiging moet die werkgever die laaste drie kolomme invul en die kaart aan die werknemer terugbesorg in ruil vir die werknemer se dokterskaart.

Handtekening van werknemer _____

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL).

Phones: 23-8321/2/3/4.
 P.O. Box 5101,
 Johannesburg.

Avon House,
 87 Gold Street,
 Johannesburg.

This form must be completed and forwarded to the Council within two weeks of the last day of the month in which the deductions fell due.

Name of Factory _____

Address _____

Contributions for month of _____ 19 _____

TRANSVAAL CLOTHING INDUSTRY MEDICAL AID SOCIETY.

Employers are required to make deductions from employees' wages according to the rates set out in the left-hand column below, and to state the number of employees in each of the groups indicated.

The employer's contribution is 1s. per employee per week.

	Week Ending.	Week Ending.	Week Ending.	Week Ending.	Week Ending.	Total for Month.	£	s.	d.	£	s.	d.
Number of male employees who receive basic wage of £6 or more						(@ 3s. each)						
Number of employees excluding the above (both male and female) receiving basic wage of £3. 10s. or more						(@ 2s. each)						
Number of employees (both male and female) receiving basic wage of less than £3. 10s.						(@ 1s. 6d. each)						
Employer's contribution: Grand total of employees for month*						(@ 1s. each)						
TOTAL MEDICAL AID SOCIETY CONTRIBUTION.....												

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL).

Telefoon: 23-8321/2/3/4.
Posbus 5101,
Johannesburg.

Avongebou,
Goldstraat 87,
Johannesburg.

Hierdie vorm moet ingevul en aan die Raad gestuur word binne twee weke na die laaste dag van die maand waarin die aftrekkings gemaak moet word.

Naam van fabriek.....

Adres.....

Bydraes vir die maand..... 19.....

SIKTEBYSTANDSVERENIGING VIR DIE TRANSVAALSE KLERASIENYWERHEID.

Werkgewers word versoek om bedrae van die werknemers se lone af te trek volgens die skale wat in die linkerhandse kolom hieronder uiteengesit is, en om die getal werknemers in elk van genoemde groepe te noem.
Die werkgever moet 1s. per werknemer per week bydra.

	Week geëindig.	Week geëindig.	Week geëindig.	Week geëindig.	Week geëindig.	Totaal vir maand.	£	s.	d.	£	s.	d.
Getal manlike werknemers wat 'n basiese loon van £6 of meer ontvang						(@ 3s. elk)						
Getal werknemers, uitgesonderd bogenoemde (manlik sowel as vroulik), wat 'n basiese loon van £3. 10s. of meer ontvang						(@ 2s. elk)						
Getal werknemers (manlik sowel as vroulik) wat 'n basiese loon van minder as £3. 10s. ontvang						(@ 1s. 6d. elk)						
Werkgever se bydrae: Groot-totaal van die werknemers vir die maand*.....						(@ 1s. elk)						
TOTAAL BYDRAE VIR SIKTEBYSTANDSVERENIGING.....												

TRANSVAAL CLOTHING INDUSTRY SLACK PAY FUND.

	Week Ending.	Week Ending.	Week Ending.	Week Ending.	Week Ending.	Total for Month.	£	s.	d.	£	s.	d.
Number of employees at total wage rate of £6. 14s. 2d. or more						(@ 6d. each)						
Number of employees at total wage rate of less than £6. 14s. 2d.						(@ 3d. each)						
Employer's contribution: An amount equal to total employees' contribution.....												
TOTAL SLACK PAY FUND CONTRIBUTION.....												

SLAPTETYDFONDS VIR DIE TRANSVAALSE KLERASIENYWERHEID.

	Week geëindig.	Week geëindig.	Week geëindig.	Week geëindig.	Week geëindig.	Totaal vir maand.	£	s.	d.	£	s.	d.
Getal werknemers teen totale loonskaal van £6. 14s. 2d. of meer						(@ 6d. elk)						
Getal werknemers teen totale loonskaal van minder as £6. 14s. 2d.						(@ 3d. elk)						
Werkgever se bydrae. 'n Bedrag gelyk aan totale bydrae van werknemers.....												
TOTAAL BYDRAE VIR SLAPTETYDFONDS.....												

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY.

	£	s.	d.	£	s.	d.
Employers deduct 3d. per week from the wages of each employee.....						
Employers contribute 3d. per employee per week.....						
Employees' contribution: Grand total of employees for month (as marked with * above) @ 3d. each.....						
Employer's contribution: Grand total of employees for month (as marked with * above) @ 3d. each.....						
TOTAL INDUSTRIAL COUNCIL CONTRIBUTION.....						
GRAND TOTAL: CHEQUE/POSTAL ORDER/CASH ENCLOSED FOR						

Cheques, Postal or Money Orders should be crossed and made payable to the Industrial Council for the Clothing Industry.

State here the number of employees covered by the agreement in each racial group as at the third pay day of the month:—

Europeans.		Coloureds and Asiatics.		Africans.		Total.
Males.	Females.	Males.	Females.	Males.	Females.	

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID.

	£	s.	d.	£	s.	d.
Werkgewers trek 3d. per week van die loon van elke werknemer af.....						
Werkgewers dra weekliks 3d. per werknemer by.....						
Werknemers se bydrae: Groototaal vir werknemers vir die maand (soos met * hierbo gemerk) @ 3d. elk						
Werkgewer se bydrae: Groototaal vir werknemers vir die maand (soos met * hierbo gemerk) @ 3d. elk						
TOTALE BYDRAE VAN NYWERHEIDSRAAD.....						
GROOTTOTAAL: TJEK/POSORDER/KONTANT INGESLUIT VIR.....						

Tjeks, posorders of -wissels moet gekruis word en aan die Nywerheidsraad vir die Klerasienywerheid betaalbaar gemaak word.
Noem hier die getal werknemers van elke rassegroep wat daar op die derde betaaldag van die maand is.

Blankes.		Kleurlinge en Asiate.		Bantoes.		Totaal.
Manlik.	Vroulik.	Manlik.	Vroulik.	Manlik.	Vroulik.	

ANNEXURE C.

WAGE REGISTER.

Week ending _____ 19____ Name of firm _____

Ordinary hours of work commenced at _____ a.m. and cease at _____ p.m.

Shifts worked (fill in only where applicable): Shifts (a) from _____ to _____ Shift (b) from _____ to _____ Shift (c) from _____ to _____

Clock No.	Ind. Council No.	Employee's Name.	Occupation.	Wge. Category			Basic Wage Rate.	C.O. L.A. Rate.	Total Weekly Rate.	Ordinary Time Worked.					Total Hours Worked.	Amount Due for Ord. Time.	Overtime Worked.					Total Over-time Hours.	Amount Due for Over-time.	Bonus Earnings.	Total Gross Earnings.	Deductions.						Net Pay.	Remarks.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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The names of all employees on the books of the firm and the particulars in the first eight columns must be entered each week, even in cases where they have not been at work.
 * e.g., Reasons for short-time when normal hours are not worked by employee.

AANHANGSEL C.

LOONREGISTER.

Week geëindig _____ 19____ Naam van firma _____

Gewone werkure begin om _____ vm. en eindig op _____ nm.

Skofte gewerk (vul slegs in indien van toepassing): Skof (a) van _____ tot _____ Skof (b) van _____ tot _____ Skof (c) van _____ tot _____

Klok-nom-mer.	Nyw. Raad-no.	Werknemer se naam.	Bedryf	Loonklas.	Ras.	Ouderdom.	Geslag.	Basiese loon-skaal.	Skaal van L.K.T.	Totale week-skaal.	Gewone tyd.					Totale ure gewerk.	Bedrag verskul-dig vir gewone tyd.	Oortyd.					Totale ure oortyd.	Bedrag verskul-dig vir oortyd.	Bonus-ver-dienste.	Totale bruto ver-dienste.	Aftrekkings.						Netto loon.	Opmerkings.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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Die name van alle werknemers in die boeke van die firma en die besonderhede in die eerste agt kolomme moet elke week ingeskryf word, selfs in gevalle waarin hulle nie by die werk was nie.
 * bv. Redes vir korttyd wanneer gewone ure nie deur werknemer gewerk is nie.

ANNEXURE D.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL).

Phones: 23-8321/2/3/4.
P.O. Box 5101,
Johannesburg.

Avon House,
87 Gold Street,
Johannesburg.

REPORT OF ENGAGEMENTS.

To the Secretary, Industrial Council for the Clothing Industry (Transvaal), P.O. Box 5101, Johannesburg. Please check the enclosed Service Cards and return them to me.

Factory: _____ Date: _____

Particulars relating to Service Cards Enclosed.

Name.	Service Card Number.	Clock Card Number.	Date of Engagement.	Wage on Engagement.		Occupational Category.
				Basic.	C.O.L.A.	

AANHANGSEL D.

NYWERHEIDSRAAD VIR DIE KERASIENYWERHEID (TRANSVAAL).

Telephone: 23-8321/2/3/4,
Posbus 5101,
Johannesburg.

Avongebou,
Goldstraat 87,
Johannesburg.

VERSLAG VAN INDIENSNEMINGS.

Aan die Sekretaris, Nywerheidsraad vir die Kerasienywerheid (Transvaal), Posbus 5101, Johannesburg. Gaan asb. die ingeslote Dienskaarte na en stuur hulle aan my terug.

Fabriek: _____ Datum: _____

Besonderhede met betrekking tot ingeslote dienskaarte.

Naam.	Dienkaart-no.	Klokkaart-no.	Datum van indiensneming.	Loon by indiensneming.		Bedryfs-klas.
				Basies.	L.K.T.	

ANNEXURE E.

REGISTER OF TERMINATIONS OF EMPLOYMENT FOR THE MONTH OF _____ 195

To the Secretary, Industrial Council for the Clothing Industry (Transvaal), P.O. Box 5101, Johannesburg.

Factory: _____

The contracts of service of the following employees terminated during the month:—

Name.	Service Card Number.	Clock Card Number.	Date of Termination.	Wage on Termination.		Occupational Category.
				Basic.	C.O.L.A.	

AANHANGSEL E.

REGISTER VAN DIENSBEEÏNDIGING VIR DIE MAAND _____ 195

Aan die Sekretaris, Nywerheidsraad vir die Kerasienywerheid (Transvaal), Posbus 5101, Johannesburg.

Fabriek: _____

Die dienskontrakte van die volgende werknemers is gedurende die maand beëindig:—

Naam.	Dienkaart-no.	Klokkaart-no.	Datum van beëindiging.	Loon by beëindiging.		Bedryfs-klas.
				Basies.	L.K.T.	

* No. 2361.]

[21 December 1956.

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

CLOTHING INDUSTRY, TRANSVAAL.

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Clothing Industry, published under Government Notice No. 2360 of 21st December, 1956, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

* No. 2361.]

[21 Desember 1956.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

KLERASIENYWERHEID, TRANSVAAL.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-entwintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Klerasienywerheid, gepubliseer by Goewermentskennisgewing No. 2360 van 21 Desember 1956 nie vir die persone wie se werkure daarby gereël word, minder gunstig as die betrokke bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.



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